



AFRICAN CLAY SAFARIS

TERMS & CONDITIONS

Self-Drive Car Rental Safaris in Tanzania

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IMPORTANT NOTICE

Please read these Terms and Conditions carefully before collecting your vehicle.

By confirming your booking with African Clay Safaris, you agree to all terms and conditions listed below.

Important Rule:

Always return the vehicle with a full fuel tank, use only approved drivers, follow all driving regulations, and report any accident, damage, or mechanical issue immediately to African Clay Safaris.

I. GENERAL TERMS & USE OF THE VEHICLE

Definitions

"**African Clay Safaris**", "**the Owner**", "**we**", or "**us**" refers to African Clay Safaris, based in Arusha, Tanzania.

"**The Hirer**", "**you**", or "**your**" refers to the individual(s) who signs the Vehicle Rental Agreement.

"**Rental Agreement**" means the contract entered into between the Hirer and African Clay Safaris for the rental of a vehicle.

"**Vehicle**" refers to the rental vehicle specified in your confirmed booking or reservation.

Authorized Drivers

The Vehicle may only be driven by the Hirer who signed the Rental Agreement and any travel companions approved by African Clay Safaris. If the Hirer requires the services of a professional driver-guide, African Clay Safaris will provide one, and separate terms and conditions applicable to driver-guided rentals shall apply. The Hirer is not permitted to appoint or hire an independent driver-guide. Any damage, loss, liability, or expense resulting from the Vehicle being operated by an unauthorized person shall be the sole responsibility of the Hirer.

Return of the Vehicle

The Vehicle must be returned to the African Clay Safaris office in Arusha on the agreed return date stated in the reservation confirmation, no later than 7:00 PM, unless a different return time has been approved in writing by African Clay Safaris. Returning the Vehicle before the scheduled date does not entitle the Hirer to any refund or reduction of rental charges.

Driver's License Requirements

Every person driving the Vehicle must hold a valid driver's license issued in their country of residence or a valid International Driving Permit where applicable. The driver must keep the license in their possession at all times while operating the Vehicle and present it to the relevant authorities upon request.

Traffic Violations

The Hirer accepts full responsibility for paying all traffic fines, penalties, parking tickets, or any other charges issued by law enforcement or government authorities during the rental period.

Fuel Policy

The Vehicle is supplied with a full fuel tank at the beginning of the rental. Suzuki vehicles are provided with petrol, while Toyota Land Cruiser vehicles are supplied with diesel. The Vehicle must be returned with a full tank of the correct fuel type. If the fuel tank is not full upon return, African Clay Safaris reserves the right to charge the Hirer for refuelling and any associated service costs.

Fuel Quality

The Hirer shall refuel the Vehicle only at large, reputable fuel stations. Refuelling at small or unverified stations is discouraged, as poor-quality or contaminated fuel may cause serious damage to the Vehicle's engine. The Hirer shall be responsible for all repair costs resulting from the use of contaminated, poor-quality, or incorrect fuel.

II. SPEED LIMITS



For safety reasons, the following speed limits must be followed:

Highways

Maximum speed: **80 km/hour**

Safari vehicles are heavy, especially when carrying camping equipment and luggage. Longer braking distance requires careful driving.

Towns and Villages

Maximum speed: **50 km/hour**

Many highways pass through villages, therefore drivers must reduce speed.

National Parks

Maximum speed: **25–35 km/hour**

Speed limits may vary depending on park regulations.

III. RESTRICTED AREAS & RECOMMENDATIONS



For the safety of all travelers and to ensure the vehicle is operated within its intended capabilities, the following restrictions apply. Certain destinations can only be accessed with a Toyota Land Cruiser, as they involve challenging terrain that is not suitable for a Suzuki.

A. Permitted Driving Hours

The Hirer is permitted to drive only between 6:30 AM and 6:30 PM.

Driving outside these hours is strictly prohibited unless prior written authorization has been obtained from the Owner.

Reason:

Driving during daylight hours improves visibility and significantly reduces the risk of accidents involving wildlife, livestock, pedestrians, and poor road conditions. Emergency assistance is also more readily available during the day.

B. Vehicle Restrictions by Destination

1. Lake Natron

Travel to Lake Natron is permitted only with a Toyota Land Cruiser.

Reason:

The access road is rough, rocky, and passes through remote areas with limited support services. A Land Cruiser is better suited to handle these demanding conditions safely.

2. Ngorongoro Conservation Area

A Suzuki may only be used for game drives inside the Ngorongoro Crater. All other roads within the Ngorongoro Conservation Area are restricted to Toyota Land Cruisers.

Reason:

Many roads outside the crater are steep, uneven, and may become difficult to navigate, especially during wet weather. A Land Cruiser provides the necessary ground clearance and off-road capability.

3. Serengeti National Park

The road connecting the Ngorongoro Conservation Area to Seronera, together with all roads inside Serengeti National Park, may only be driven with a Toyota Land Cruiser.

Reason:

This route contains rocky surfaces, corrugations, and uneven terrain that can cause excessive wear or damage to smaller vehicles.

4. Nyerere National Park

Entry into Nyerere National Park is restricted to Toyota Land Cruiser vehicles only.

Reason:

The park has long, isolated tracks that can become sandy, muddy, or difficult to pass. A Land Cruiser offers the reliability and off-road performance required for these conditions.

5. Lake Tanganyika and Gombe Stream National Park

Travel to Lake Tanganyika and Gombe Stream National Park is only permitted with a Toyota Land Cruiser and after receiving prior written approval from African Clay Safaris.

Reason:

These destinations are in remote parts of western Tanzania where road conditions are challenging, and vehicle recovery or mechanical assistance may take considerable time. Advance approval allows proper planning and logistical support.

C. International Travel

The Hirer shall not drive the vehicle across any international border without obtaining prior written approval from the Owner.

A valid COMESA Yellow Card and any additional insurance required for cross-border travel must be arranged before departure.

Reason:

Cross-border travel requires additional insurance and legal documentation to ensure the vehicle remains fully covered and compliant with the regulations of the destination country.

IV. VEHICLE MAINTENANCE

1. All vehicles are inspected and serviced before rental.

The Hirer receives the vehicle in safe and roadworthy condition and must return it in the same condition.

2. During the rental period, the Hirer is responsible for basic vehicle care, including:

- Checking engine oil
 - Checking coolant levels
 - Checking tire pressure
 - Following proper driving practices
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3. If warning lights appear on the dashboard, the Hirer must stop and contact African Clay Safaris for guidance.
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4. African Clay Safaris does not provide field repairs for air-conditioning systems or refrigerators due to limited repair facilities in remote safari areas.
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V. MECHANICAL BREAKDOWNS & REPAIRS

Should the vehicle experience a mechanical breakdown or any technical problem during the rental period, the Hirer must contact the African Clay Safaris office immediately before taking any further action. Our support team is available 24 hours a day, 7 days a week, and will work to resolve the issue as quickly and efficiently as possible.

As every mechanical issue is different, the appropriate solution will depend on the nature of the problem and the vehicle's location. In many cases, repairs can be carried out locally, allowing the journey to continue with minimal disruption. Where appropriate, African Clay Safaris will direct the Hirer to the nearest approved workshop or arrange for a qualified mechanic to assist.

No repairs may be carried out without prior authorization from African Clay Safaris. This requirement helps ensure that the correct repairs are completed at a fair cost and by a suitable service provider. In some remote locations, repair estimates may be inaccurate or unnecessary work may be recommended. For this reason, all repairs must first be approved by our office.

All repair costs approved by African Clay Safaris will be handled directly by our African clay safaris team in accordance with the agreed repair arrangements.

If the vehicle cannot be repaired and returned to service within 24 hours, African Clay Safaris will provide a replacement vehicle from Arusha, subject to availability.

Any time lost during the initial 24-hour repair period shall be at the Hirer's own expense. African Clay Safaris shall not be responsible for reimbursing or compensating the Hirer for any missed accommodation, park entrance fees, tours, activities, transportation, or any other travel-related expenses resulting from the mechanical breakdown or repair delay.

VI. ACCIDENTS AND INCIDENT REPORTING

In the event of an accident, regardless of whether the Hirer or a third party is considered responsible, the Hirer must notify African Clay Safaris immediately. Prompt reporting allows

the Company to provide guidance, arrange assistance where necessary, and ensure that the appropriate insurance and legal procedures are followed.

The Hirer is required to document the incident by taking clear photographs of the accident scene, the rental vehicle, all other vehicles involved, and any visible damage.

A police report must be obtained for every accident or traffic incident involving the rental vehicle. The Hirer is responsible for cooperating fully with the relevant authorities and ensuring that an official police report is completed.

Following an accident, the Hirer must take all reasonable steps to safeguard the rental vehicle and should not leave it unattended unless doing so is necessary for personal safety or as instructed by the police or African Clay Safaris. The Hirer must also follow any instructions provided by African Clay Safaris until the matter has been resolved.

VII. Air Conditioning and Refrigerator

The air conditioning system and refrigerator are sensitive components that may be affected by rough roads, dust, vibration, and operating conditions commonly encountered during travel in Tanzania.

If either the air conditioning or refrigerator develops a fault during the rental period, the Hirer must notify African Clay Safaris as soon as possible. While replacement vehicles or field repair services are generally not available for these non-safety-related issues, our team will assist by directing the Hirer to the nearest qualified mechanic or refrigeration technician, where available, for inspection and possible repair.

Although every effort will be made to help resolve the issue promptly, repairs may depend on the availability of parts, equipment, and qualified technicians in the area where the vehicle is located.

VIII. DAMAGES, LIABILITY WAIVER & INSURANCE COVERAGE

1. Hirer's Responsibility for the Vehicle and Third Parties

During the rental period, the Hirer is responsible for the vehicle and must operate it with care, attention, and in accordance with all applicable laws and the terms of this Rental Agreement.

1. **a. Damage to or loss of the rental vehicle**

The Hirer is responsible for any loss of, theft of, or damage caused to the vehicle during the rental period.

Explanation: The vehicle is provided in a safe and roadworthy condition, and the Hirer is expected to return it in the same condition. Any damage resulting from misuse, negligence, or violation of the rental conditions may become the Hirer's responsibility.

2. **b. Damage caused to third-party property**

The Hirer is responsible for any damage caused to another person's property when such damage results from the actions of the Hirer or an approved driver, or from the use of the rental vehicle.

Explanation: This includes damage caused to other vehicles, buildings, fences, equipment, or any other property belonging to a third party.

3. **c. Third-party bodily injury**

The Hirer is responsible for any injury caused to another person when the accident occurs due to the actions of the Hirer or an approved driver.

Explanation: The Hirer must drive responsibly and take all necessary precautions to prevent accidents or harm to other road users.

2. Vehicle Theft Protection

In the event that the vehicle is stolen during the rental period, African Clay Safaris may waive the Hirer's liability if all required procedures have been followed.

1. **a. The vehicle was parked in a secure and private location, and there is evidence of forced entry or unauthorized access.**

Explanation: The Hirer must take reasonable precautions to protect the vehicle. Parking in unsafe or unsecured areas may result in the Hirer remaining responsible for the loss.

2. **b. A complete police report has been obtained and officially processed.**

Explanation: A police report is required for insurance and legal purposes and must be provided to African Clay Safaris.

3. **c. The Hirer provides all information requested regarding the theft incident.**

Explanation: Full cooperation is required to allow African Clay Safaris and the relevant authorities to investigate and process the claim.

3. Situations Where the Insurance Waiver Does Not Apply

African Clay Safaris will not waive the Hirer's liability, and any resulting damage will not be covered by insurance, if the vehicle damage occurs due to any of the following situations:

- **a. Exceeding the permitted speed limits.**
- **b. Single-vehicle accidents or rollovers.**
- **c. Damage caused by poor vehicle care or failure to respond to warning signs.**

- **d.** Driving under the influence of alcohol or drugs.
- **e.** Driving in restricted areas or on prohibited roads.
- **f.** Water damage, including vehicle submersion or saltwater damage.
- **g.** Using incorrect fuel.

4. Insurance Excess / Deductible

A maximum excess fee of **USD 300** applies in certain cases. This amount, also known as the deductible, represents the Hirer's financial responsibility and is not covered by the insurance.

Explanation: The Hirer may be required to contribute up to this amount depending on the circumstances of the damage or incident and whether the conditions of the insurance waiver have been satisfied.

5. Items Not Covered by Insurance or Damage Waiver

The following items are excluded from insurance coverage and remain the responsibility of the Hirer:

1. a. Personal injuries and personal belongings

Explanation: Insurance does not cover injuries suffered by the Hirer or approved drivers, nor does it cover the loss or damage of personal belongings. The Hirer is strongly advised to arrange separate travel insurance and medical coverage before beginning the trip.

2. b. Tires

Explanation: Repair or replacement costs for damaged tires are the responsibility of the Hirer. If a tire is damaged beyond repair, it must be replaced with a tire of the same size, type, and similar condition. Contact the African Clay Safaris office in Arusha for guidance before replacing any tire.

3. c. Underbody Damage

Explanation: Damage to the underside of the vehicle is not covered and is considered a result of improper driving.

4. d. Windows and Glass Damage

Explanation: Damage to windows, windscreens, or other glass components is not covered by the insurance.

5. e. Camping Equipment and Gear

Explanation: Damage to tents, camping equipment, or any supplied camp gear is not covered by insurance. Repair or replacement costs will be charged to the Hirer.

IX. LIABILITY

1. African Clay Safaris shall not be liable for any loss, theft, or damage involving the personal belongings of the Hirer or their travel companions. The Company shall also not be liable for any personal injury, illness, or medical expenses incurred by the Hirer or any person travelling with them.

Explanation: The Hirer is responsible for arranging suitable travel insurance and medical coverage to protect themselves and their belongings throughout the rental period.

2. The Company shall not be held responsible for any delays, losses, expenses, or inconveniences caused by circumstances beyond the reasonable control of the Company or its employees. These circumstances may include, but are not limited to:
 - Flight delays, cancellations, or changes;
 - Border closures or restrictions imposed by authorities;
 - Government actions, regulations, or decisions;
 - Theft, epidemics, pandemics, or public health emergencies;
 - Road closures or restricted access caused by authorities or local conditions;
 - Natural disasters or extreme weather conditions;
 - Any other event that cannot reasonably be controlled or prevented by African Clay Safaris.

Explanation: While African Clay Safaris will make every reasonable effort to provide reliable services and support, certain events are outside the Company's control and may affect travel arrangements, vehicle use, or planned activities. In such situations, the Company cannot accept responsibility for resulting costs, delays, or changes.

X. SECURITY BOND

1. A security deposit of **USD 400** is required and will be secured through a credit card authorization before the start of the rental period.

The security deposit serves as protection against any potential loss, damage, or additional costs arising during the rental period. Once the vehicle and all provided camping equipment have been returned and inspected, and they are found to be in an acceptable condition, the credit card authorization will be released.

The Hirer remains responsible for any loss, missing items, or significant damage to the camping equipment. In such cases, African Clay Safaris reserves the right to charge the Hirer for the repair or replacement costs based on the current value of the affected items.

Explanation: The security deposit ensures that the vehicle and camping equipment are properly cared for throughout the rental period. Normal wear and tear will be considered; however, damage caused by misuse, negligence, or loss of equipment will be charged to the Hirer.

XI. Car Hire Payment Terms and Cancellation Policy

Payment Terms

1. After the booking has been confirmed, African Clay Safaris will issue an invoice containing the payment instructions and details required to complete the transaction.
2. A non-refundable deposit of **10%** of the total rental amount is required to secure the vehicle reservation. The booking will only be considered confirmed once the deposit has been received by African Clay Safaris.
3. Payments must be made directly to the official African Clay Safaris accounts. The accepted payment methods include credit card and bank transfer.
4. The remaining balance of the rental fee must be settled in full 14 days before the scheduled departure date.

Cancellation Policy

If the Hirer wishes to cancel the vehicle rental booking, the cancellation request must be submitted to African Clay Safaris in writing.

The initial **10%** deposit is non-refundable, regardless of the reason for cancellation, as it is used to secure the vehicle and prepare the rental arrangements.

For cancellations made 14 days or more before the scheduled departure date, any payments made beyond the non-refundable deposit may be reviewed and refunded according to the circumstances and costs already incurred by African Clay Safaris.

For cancellations made less than 14 days before the scheduled departure date, the Hirer may be responsible for the full rental amount, as the vehicle has been reserved exclusively for the Hirer and may no longer be available for other bookings.

Explanation: The cancellation policy allows African Clay Safaris to manage vehicle availability, preparation costs, and operational planning while providing clear conditions for Hirers who need to change or cancel their reservation.

CONTACT INFORMATION

For questions regarding these Terms and Conditions, contact:

African Clay Safaris

Email: info@africanclaysafaris.com

Phone: +255 696189709

Website: www.africanclaysafaris.com

END OF TERMS & CONDITIONS

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