

Asilia Lodges & Camps - Camp Information 2023/24 and 2024/25

Booking Conditions

These conditions apply to bookings with: Asilia Africa Limited, Asilia Lodges & Camps Limited and Asilia Kenya Limited (collectively and/or individually referred to below as: "Asilia Africa"). These conditions apply to all bookings made through the above entities including 3rd party suppliers of accommodation, activities and transport. In case Asilia Africa has explicitly agreed by signed agreement to conditions that divert from the below, such explicitly agreed conditions will prevail.

Booking confirmation

By sending a booking request you confirm to have read these booking conditions and agree to be bound thereto.

Asilia Africa only accepts booking requests through in writing/per email. Booking requests through telephone, skype or other form of communication are not accepted.

A booking is made once Asilia has sent a written/email confirmation of the booking to you ("Booking"). Asilia Africa reserves the right to refuse bookings at its sole discretion and all Bookings are subject to full compliance with these terms.

Provisional bookings

If Asilia Africa has not received confirmation of the Booking from you per email prior to the expiry date ("Confirmation"), the booking will be released automatically without notification:

- if booked 2 or more months before the date of arrival: provisional Bookings expire 10 days after the Booking was created
- if booked less than 2 months before the date of arrival: provisional Booking expires 5 days after the Booking was created

Bookings can be put on a waitlist. Provisional Bookings may only be extended subject to there being no waitlisted bookings, such extension is deemed to be a new Booking.

In order to secure a Dynamic Discounted rate a provisional booking must be made

A Dynamic Discount is only applicable to fully paid nights.

Deposit and Payment

A non-refundable deposit of 20% of the invoice amount must be received by Asilia Africa within 30 days of the Booking and the remainder must be in one of Asilia's bank accounts at least 60 days prior to the date of arrival (in accordance with the payment terms below).

If a Booking is made within 60 days of the date of arrival, the full invoice amount has to be paid within 5 days of the date of the Booking.

Notwithstanding the below cancellation policy and any other rights it may have, Asilia Africa may release all your Bookings in the event of non-compliance hereof and may charge a penalty interest of 7.5% per annum on any overdue amounts (without becoming liable for damages). Any applicable bank charges are for your expense and Asilia Africa is entitled to setoff due amounts with any amounts received from, or held on behalf of, you on whatever grounds.



Cancellation policy

Cancellations or amendments of Bookings must be received by Asilia Africa in writing/by email to be effective. In the event of cancellation or amendment of a Booking after Confirmation by you the following policy will apply:

From Confirmation up to 61 days prior to arrival - the 20% deposit is retained as a booking fee and will not be refunded.

60 to 31 days prior to arrival - 50% of the invoice amount will be due and payable

30 days or less prior to arrival - 100% of the invoice amount will be due and payable

In the event that a 3rd party supplier imposes a higher cancellation penalty amount, this amount will be added to the total payable penalty amount at any stage of cancellation

No refunds will be made in case of late arrival or no show

No amount over and above the deposit amount will be due and payable if, upon reasonable proof, the customer is unable to honour his/her booking due to death or hospitalisation of the person for whom, or for whose benefit the Booking was made.

Method of payment for Tanzanian operators

Payments have to be made by cheque or directly to the Asilia account specified below by bank transfer

* Cheques should be made payable to: Asilia Lodges & Camps Ltd (ABSA TZ) (USD)

* Transfers should be made to: Account: 0028002114

ABSA Bank, Tanzania, Arusha Branch

PO Box 14652

Arusha Tanzania

Swift Code: BARCTZTZ

OR

* Cheques should be made payable to: Asilia Lodges & Camps Ltd (Stanbic TZ) (TZS)

* Transfers should be made to: 9120000951909 – SBICTZTX

Current Account – Business BIC Code: SBICTZTX

Currency: TZS - Tanzanian Shilling

Method of payment for Kenyan operators

Payments have to be made by cheque or directly to the Asilia account specified below by bank transfer

* Cheques should be made payable to: Asilia Kenya Ltd

* Transfers should be made to: Account: 01100464571211, Kenya

I&M Bank Ltd Bank code : 57 Branch Code : 011 Swift code : IMBLKENA

Method of payment for international operators

Payments have to be made by cheque or directly to the Asilia account specified below by bank transfer

* Cheques should be made payable to: Asilia Africa Limited

* Transfers should be made to: Beneficiary Bank : Bank One Limited



Beneficiary address - 4th Floor, Ebene Skies, Rue de L'Institut, Ebene, Mauritius
Account number - 0164188533
IBAN Number - MU44BKON0516000164188533000USD
Swift code - BKONMUMU
Bank address - 16 Sir William Newton Street, Port Louis, Mauritius

(Only If Applicable): Correspondent Bank : Citi Bank NA, New York, USA Swift code - CITIUS33 Account Number - 36908651

Currency

All prices and rates are quoted and invoiced in US\$ and all payments must be made in US\$. Payment in other currencies will only be accepted by pre-arrangement.

Changes in rates

Under normal circumstances Asilia Africa wishes to respect agreed rates, but reserves the right to change the rates and terms at any time due to circumstances out of its control (such as, but not limited to, fuel prices, exchange rates, camping/concession fees, service levies or tax increases). In case of material changes caused by government bodies and/or other similar bodies that cannot be influenced by Asilia Africa that would lead to severe losses endangering economically sustainable operations it reserves the right to also change the rates on confirmed and paid Bookings. Any 3rd party rate increases after Confirmation - such as, but not limited to, changes in prices of flights booked - will be fully payable by you.

Insurance & other

By booking with Asilia Africa you specifically accept the responsibility to ensure, and warrant, that all your clients individually are adequately insured (also considering the inherent risk involved in going on safari and travelling in wildlife areas) for amongst others cancellation, medical assistance, evacuation, damages and repatriation. While every care is taken to ensure the health of our guests, Asilia accepts no liability if a guest contracts COVID-19, or any other illness, during their travels in East Africa.

You hereby confirm that you have informed your clients that they are obliged to, and you guarantee that they will, sign a customary indemnity form including their medical insurance details upon arrival. You are aware of and agree to the contents of such form.

All bookings made through Asilia Africa, whether to Asilia camps or 3rd party suppliers, include a compulsory Emergency Support Cover of \$35 per person. This is a multi-layered service, allowing Asilia to liaise with international medical professionals, Park Doctors, in the event of any minor illnesses or injuries. In the event of a more serious situation, it gives us the best chance of keeping a patient alive through night time hours when an evacuation aircraft is unable to fly. If evacuation is required, it covers Flying Doctors evacuation to the most suitable hospital in-country or regionally. If hospital treatment is required, the Emergency Support Cover acts as a buffer, allowing treatment to begin immediately while waiting for the client's insurance to issue approval. Note: The Emergency Support Cover works in conjunction with the client's own insurance and is not a substitute. Only if an agent partner has sufficient alternative cover in place and is willing to sign



an agreement taking full responsibility for all aspects Asilia would usually handle in a medical emergency, will we remove this for all future bookings. If you wish to discuss this, speak to your Regional Market Manager.

Check in and departure times

Check in is available from 2pm onwards and departure is required by 10am on the scheduled day of arrival/departure. In the event of late departures additional costs/fees will be incurred as set out below:

<u>Tanzania</u>

Early Arrival:

If your room/tent is available before check-in time, we will of course accommodate this, but when the camp is full, guests arriving early can make use of the lounge area to relax until their room/tent is ready.

Airstrip transfers for early arrivals:

Transfers before 10:00am can only be accommodated on request and a private vehicle might be charged.

Late Departures:

1 August – 31 October

- If guests wish to remain in camp after check out, there is an additional fee which consists of park fees, an additional lunch (if applicable), and hire of a private vehicle.
- If guests would like to retain their room until departure we would charge 75% of the applicable per night rate, and park fees

Rest of season

• If availability at booking allows, guests can use their room until departure if they pay park fees, additional lunch (if applicable), and hire of a private vehicle.

Rubondo Island Camp:

- Late departures will be charged an additional lunch and park fees
- To guarantee a room until departure, you will be charged 25% of the nightly rate and park fees.

Sayari Retreat & Namiri Plains Retreat:

High and Peak seasons

• Late check-out is not possible due to the exclusive nature of the retreats.

Low and Green seasons

- Subject to availability and approval from camp management
- Guests must check out of retreats at the above time, but can relax at the main areas of the main camp until departure (not the retreat pool/lounge areas due to new check-ins). Additional park fees must be paid for this day.

Kokoko Camp:

We are not able to accommodate late departures from Kokoko Camp, due to the exclusive use nature of the camp. If the logistics are such that a late departure is the only option, we will need to book the camp for an additional night and charge 75% of the nightly rate, plus any applicable park fees.



Kenya

Early Arrival:

If your room/tent is available before check-in time, we will of course accommodate this, but when the camp is full, guests arriving early can make use of the lounge area to relax until their room/tent is ready.

Airstrip transfers for early arrivals:

Rekero/ Naboisho/ Encounter Mara

In high season transfers before 11:00am are on request only and a private vehicle might be charged

Late Departures:

Low season

- If guests are leaving on the 2pm or 4pm flight and wish to remain in camp after check out, there is an additional fee which consists of park fees, an additional lunch (if applicable), and hire of a private vehicle.
- If guests are leaving on the 2pm departure and would like to guarantee their room until time of departure, we would charge 75% of the applicable per night rate, and park fees.

High season

• Due to capacity within camp we cannot guarantee guests their room until departure so please discuss with your Asilia sales consultant before confirming and if we can accommodate the request we would charge 75% of the applicable per night rate, and park fees.

Itinerary changes

Asilia Africa will do its utmost to assist in minimising the disruption of itineraries booked through Asilia Africa in case of cancellations, changes or delays due to any of its 3rd party service providers, however any costs incurred in relation thereto will be borne directly by you or your client.

Force Majeure

Asilia Africa will notify you as soon as practicable when it is affected by a Force Majeure. Asilia Africa shall not be deemed to be in breach of your Booking or these conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure. If Asilia Africa is affected by Force Majeure it shall be entitled to, on its sole discretion, cancel or vary any arrangements or itinerary in relation to your Booking. Payment of any refund by Asilia Africa as a result of the non-performance of any of its obligations hereunder shall remain its sole and absolute discretion. It being understood that Asilia Africa shall use its reasonable endeavours to reimburse you where possible.

"Force Majeure" means, in relation to Asilia Africa, any circumstances beyond its reasonable control (including, but without limitation, war or threat of war, sabotage, civil disturbance, or requisition, acts of God, fire, accident, flood or explosion, sickness, quarantine, Government intervention, weather conditions or other untoward occurrences).

Family Travel

• High and Peak season: Families (less than 5 pax) with children aged 5-12 years old must pre book the private vehicle as per availability in res request and this is chargeable at normal rates. If the private vehicle is not available we may not be able to accommodate the booking.



- Low and Green season: Families (less than 5 pax) with children aged 5-12 years will receive a FOC private vehicle but this is subject to availability and individual camps will be contacted by the sales team to ask if this booking can be accommodated.
- Year round: Families with children aged 5-12 years old will receive a private vehicle FOC for every 5 pax in the family. This vehicle must be pre booked and is subject to availability.

We welcome families at the Retreats and can accommodate children age 5 years and upwards at time of travel. Each retreat has two bedrooms, both ensuite, and we can add two additional rollaway beds for children, accommodating a total of up to six people per unit. Also included per retreat is a private chef, a host (waiter, barman, housekeeping and more) and a safari guide and vehicle, giving you a highly flexible safari stay. You can plan meal times to suit your needs and pace game drives to the group's attention spans and interests.

Asilia Full Board Vehicle Reduction

For any night spent in an Asilia camp, on a Full Board basis, with an Asilia vehicle and driver-guide, there will be a \$75 reduction off the vehicle hire rate for that day. This only applies to Asilia driver-guide and vehicle use in combination with an Asilia camp on FB basis, and can be used in conjunction with all Asilia rate types. Nights spent at 3rd party properties within the same itinerary, pay the normal daily rate.

Health and travel documents

You ensure and warrant that each of your clients has complied with the necessary visa and health requirements to cover all countries and dates the client is travelling with or booked through Asilia Africa. It is the sole responsibility of you and your client that required travel documents and health precautions are obtained.

Photography and marketing

You hereby grant Asilia Africa a worldwide, irrevocable, perpetual, non-exclusive, royalty-free licence to use, store, modify, copy, adapt, publish, reproduce, and distribute for general publicity purposes any photographs or films produced by Asilia Africa that contain images or footage depicting yourself or your clients. You shall market Asilia Africa subject to these booking conditions and other conditions agreed. Asilia Africa will not be liable for any damages suffered by any guest due to a misrepresentation by you or any of your employees, irrespective of whether such misrepresentation was made intentionally or negligently.

General

Failure of Asilia Africa to enforce any provision of these booking conditions shall not constitute a waiver of such provision or affect Asilia Africa's right to enforce that or any other provision in the future. If any provision of these booking conditions is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

If there are any provisions in these booking conditions that may qualify as a penalty in terms of any applicable law in relation to any act or omission by you or your clients, Asilia Africa expressly reserves its right to recover damages in lieu of the relevant penalty.



Disputes and governing law

To the extent permitted by applicable law, these booking conditions and each Booking are governed by the law of the country of incorporation of the Asilia Africa entity in whose name you have to make payments in accordance with these conditions. Any claims in relation to a Booking or these conditions (including reservations, payments) should be made in writing/email to Asilia Africa as soon as possible, but in any case within 10 days of its occurrence, to allow us to assist in solving the issue jointly in good faith. Additionally, any claims or complaints in relation to our service need to be made immediately upon its occurrence by you or your client to camp management or your contact at our sales office, to allow for an adequate solution of the matter.

To the extent permitted by applicable law, any disputes in relation to these conditions or a Booking that cannot be resolved amicably will be brought to the competent court of the country of incorporation of the Asilia Africa entity in whose name you have to make payments in accordance with these conditions.