



## OFFBEAT SAFARIS – JULY 2020

Please note that the below terms and conditions are for Sosian Lodge, Ekorian's Mugie Camp, Deloraine House, Offbeat Mara Camp, Spirit of the Masai Mara Lodge and Offbeat Riding Safaris.

*For any third-party services booked through Offbeat Safaris their respective terms and conditions will apply.*

Our terms and conditions have been amended, due to the ongoing pandemic, to provide reassurance and allow you to book with confidence. These terms and conditions are subject to revision depending on the progress of the pandemic and the Company reserves the right to change, amend, or retract any of these terms and conditions from time to time at their sole discretion.

Offbeat Safaris are proud to announce that Kenya has been listed among the 80 global destinations certified and authorized to use the "World Travel and Tourism Council Safe Travel Stamp". This stamp will allow travelers to recognize Kenya as a safe destination once Kenya reopens on the 01 August 2020. This is in recognition of the destination's adoption of the global health and hygiene standardized protocols dubbed 'Safe Travels'.

However, we appreciate that at any point, should trends signal a worsening of the pandemic, we will return to the lock-down. We also are aware that this could occur in any other country.

**With this in mind, until we are sure that all borders will remain open for the foreseeable future, we have implemented a zero-cancellation fee (for covid-19 restricted cancellations) policy. This applies to any cancellations or postponements that are specifically related to Covid-19 with reasonable cause for cancellation.**

Reasonable cause for cancellation will be decided by the company on submission of a written request for our consideration. Closure of borders simply disallowing travel will automatically allow for zero-cancellation fees.

We still encourage you, where ever possible to postpone, don't cancel. There is also an option for us to give you a credit note.

### EXISTING BOOKINGS

1. **Postpone don't cancel:** As much as possible we are encouraging postponements. You can postpone your booking any time if it falls in 2020 (so long as you have paid a deposit) at one of Offbeat Safaris' properties. Postponements will be allowed up until December 31<sup>st</sup> 2021. We will honour 2020 accommodation rates for 2021 bookings. Conservancy fees and third-party rates will be subject to change. Should you book a



season that is higher in rate as to what was previously booked the difference may be applied.

2. **Use your deposit as a credit for a future safari with Offbeat:** If you are unable to postpone up until December 31<sup>st</sup> 2021, it would really help us if you use your deposit as a credit towards a future safari with Offbeat which will be valid until the end of 2022.
3. **Cancellations:** If you would like to cancel because there is absolutely no way that you can travel, due to restrictions and bans in place due to covid-19, we will refund net of bank charges (unless there is the possibility that you can claim it back from your insurance and then we will be eternally grateful for your support).

**The procedure for cancellations will be as follows:**

- Zero cancellation charges for Covid-19 restricted cancellations.
- For non-covid-19 related cancellations and should there be no reasonable obstacle or restriction in place (deemed under the discretion of the company) our normal terms and conditions will apply:  
More than 46 days in advance Full deposit is returned net of bank charges  
45 - 31 days in advance 50% of full amount is forfeited  
30 – 0 days in advance 100% of full amount is forfeited

**FOR NEW BOOKINGS:**

**1. To confirm your booking:**

We request a 20% deposit to confirm your safari; which will be refundable net of bank charges up until 46 days prior to your travel date. Full payment is required 45 days prior to your travel date. There will be zero cancellation charges for Covid-19 restricted cancellations. Only applicable at Offbeat Safaris properties. All third-party services will have their specific terms and conditions applied.

***We will require you to fill in a “guest declaration of travel history and medical status” form before we can confirm your booking.***

**2. The procedure for cancellations will be as follows:**

- For those of you who can, we request that you hold on to your booking for as long as possible so that you can analyse the situation and see if it is possible to still travel. Postpone don't cancel if you can. Or use our credit option.
- Zero cancellation charges for Covid-19 restricted cancellations (unless there is the possibility that you can claim it back from your insurance, and then we will be eternally grateful for your support).



- For non-covid-19 related cancellations and should there be no reasonable obstacle or restriction in place (deemed under the discretion of the company) our normal terms and conditions will apply:  
More than 46 days in advance Full deposit is returned net of bank charges  
45 - 31 days in advance 50% of full amount is forfeited  
30 – 0 days in advance 100% of full amount is forfeited

The above terms & conditions, which are subject to change without notice, apply to the services offered by and rates issued by Offbeat Safaris Holdings Ltd (“the Company”).

It is a condition of making a reservation with the Company that these terms and conditions are accepted in full and non-adherence to our terms & conditions may lead to withdrawal of contract rates and release of bookings.

**KENYAN LAW:** It is a condition of making a reservation with the Company that the client agrees that these terms and conditions constitute a contract under Kenyan Law and the client agrees irrevocably to the exclusive jurisdiction of the Kenyan Courts and that in the event of any dispute or action of any kind against the Company that dispute or action shall be heard under Kenyan Law in the Kenyan Courts.

### *SUPPLEMENTARY CONDITIONS:*

#### *INSURANCE:*

It is a condition of using the rates and services offered by the Company that all clients (including individuals, companies and other legal entities) take out appropriate travel, medical and other insurance prior to departure of clients from their country of origin.

A visit to Africa and particularly a safari entails an element of risk and neither the Company nor its officers and employees shall be liable in any way for any loss or damages expense or cost arising from any incident involving clients (individuals, companies and other legal entities) that may occur whilst using any of the services provided by the Company or third parties contracted by this company.

Guests should be aware that all properties in the Offbeat Safaris portfolio will require guests to sign indemnity forms. If guests are not willing to sign these forms then they will not be able to take part in certain activities. Upon confirmation of a booking Offbeat Safaris will also require every guest to fill out a travel history and health declaration form. You will be required to fill this same form again on arrival. This is part of protocol issued by our government.

It is the responsibility of every client (including individuals, companies and other legal entities) to assess their own insurance requirements and to organise appropriate insurance.



In the event of failure of any client (individual, company or other legal entity) to comply with these insurance conditions and requirements or to organise appropriate insurance then neither the Company nor its officers or employees nor any third party contracted by this company shall be liable in any way for any loss or damages expenses or costs arising from any incident.

### *BOOKINGS TERMS:*

All provisional bookings are given an automatic expiry date (normally 2 weeks from booking date). You are required to confirm the booking prior to the expiry date to avoid automatic release of the booking. If you require more time to confirm the booking, the expiry date may be extended on request.

### *THIRD-PARTY PROPERTIES:*

In the event that Offbeat Safaris books third party properties, on behalf of the guest, these bookings are accepted on the specific condition that; Offbeat Safaris acts only as the reservations office for the third-party properties, and assumes no liability whatsoever for an injury, damage, loss, accident or delay to person or property. All reservations for these third-party properties and suppliers are also governed by their respective cancellation policies, terms and conditions, copies of which are available at the time of reservation.

Offbeat Safaris Holdings Ltd reserves the right to review published rates in the event of currency fluctuations or increases in taxes/levies/charges and costs that are beyond our control.

**Terms and conditions revised July 2020**

Signed acceptance:

Full name (Please print carefully):

Date: