KENYA CAMPS: BOOKING TERMS AND CONDITIONS

The 'Luxury Mobile Camp' and 'Leleshwa Camp', are owned, operated and marketed by The Leleshwa Safari Co. Ltd, referred to as 'LSC'. These conditions apply to bookings with LSC.

EXCLUSIVE USE: Our Luxury Mobile Camps are exclusive use properties that are booked based on a minimum number of nights as indicated. The rates are based on a group cost up to the number of pax indicated, and thereafter, a supplementary rate for additional adults or children. Leleshwa Camp can also be booked on an exclusive basis where no other bookings are already in place.

MAKING A BOOKING: Provisional bookings will be held for a maximum of ten days unless an extension has been requested and confirmed in writing. Bookings are considered **confirmed** upon receipt of a **20% deposit** of the total reservation amount. Until a 20% deposit is received, LSC reserves the right to release the reservation. By paying the deposit you agree that you are entering into a contract with LSC and are bound by these Booking Terms and Conditions.

PAYMENT: Full and final payment must be received by LSC no later than <u>45 days</u> before travel and LSC reserves the right to release the booking if payment is not received.

CANCELLATION: Cancellation must be made in writing, <u>AND</u> confirmed in writing by LSC for it to be valid. Cancellation terms are as follows:

- More than 120 days before arrival, the 20% deposit is forfeited.
- Between 120 and 46 days prior to arrival, 30% of the full value is forfeited.
- Between 45 days and 30 days, 50% of the full value is forfeited.
- Less than 30 days, and no shows, 95% is forfeited.

No refund will be given for guests who start a stay at the Luxury Mobile Camp or Leleshwa Camp but leave before its' completion.

INSURANCE and EMERGENCY EVACUATION: Bookings are accepted on the understanding that guests have their own comprehensive medical insurance valid for the duration of their stay with at least cover for Medical, Repatriation and Cancellation included. AMREF Flying Doctor's Emergency Evacuation to Nairobi must also be included and proof is required prior to their arrival and will be included on your invoice unless proof of cover is provided.

RATES: Whilst LSC will endeavour to adhere to published rates, we reserve the right to review rates in the event of currency exchange rate fluctuation, increases in costs or taxes that are beyond our control. **Park and Conservation fees are bound by the local authorities and are subject to change.**

REGISTRATION: Guests are required to complete a registration and indemnity form upon arrival.

DISCLAIMER: This agreement is made subject to and shall be governed and construed according to the laws of the Republic of Kenya. Neither LSC, nor any person acting for, through or on behalf of LSC shall be liable for any loss or damage whatsoever and, without restricting the generality of the foregoing, shall particularly not be responsible for loss or damage arising from any errors or omission contained in any brochure or other literature, late or non-confirmation or acceptance of bookings, loss or damage caused by delays, sickness, injury or death whether occasioned by negligence or not. In addition, LSC have the right at any time at its discretion to cancel any stay or the remainder thereof or make any alteration in route, accommodation, price or other detail and in the event of any tour being rendered impossible, illegal, or inadvisable by the weather, strike, war, government interference or any other causes whatsoever. The extra expense incurred as a result thereof shall be the responsibility of the guests and/or their agents. LSC may, at its discretion and without liability or cost to itself, at any time cancel or terminate the guest's booking and in particular without limiting the generality of the foregoing, it shall be entitled to do so in the event of the illness or the illegal or incompatible behaviour of the guest, who shall in such circumstances not be entitled to any refund. The person making the booking will, by the making of such booking, warrant that he or she has authority to enter into a contract on behalf of the other person included in such a booking and in the event of the failure of any or all of the other persons so included to make payment the person making the booking shall thereof assume personal liability for the total price of all bookings made by him / her.