



## TERMS & CONDITIONS

### 1. Acceptance

Making a booking with Ahnasa Destinations Ltd., (the "Company") is taken as acceptance by the customer of these Terms and Conditions.

### 2. Booking

Booking a safari is often an iterative process where we will have numerous discussions and you will probably be provided with a number of different quotations with various options for safari itineraries, locations, accommodation, etc. When we are completed with this process and you are ready to proceed to book, kindly fill out the Booking Form which we will send to you. Every traveller must fill out the Companies Booking Form and send it back to us by submitting / emailing it. For travelers who are traveling in a group of more than two people, the group leader may fill out the booking form on behalf of the entire group, provided they have indicated all travelers in the group in the booking form and send it back to the Company.

Once the booking form has been received by the Company, the booking becomes a binding legal contract between the Company and yourself (the client(s)). The client (s) becomes liable to make all payments for the trip and any cancellation or amendment fees that may subsequently arise.

### 3. All Payments

The payments (deposit & final payments) can be made by Credit Card, through a secure link to make the payment. Or a bank wire/transfer. We will provide our banking details to facilitate this process.

- For all overseas clients resident outside of Kenya, payments are made at the prices shown on our quotation in U \$ Dollars.
- For all Kenya resident / citizen clients, payments can be made either in US\$ Dollars or Kenya Shillings

### 4. Payment terms:

- A deposit payment of 30% of the total amount is payable upon confirming your booking.
- All internal flights will have to be paid in full as tickets will not be issued without full payment. This may require a larger deposit payment, we shall inform you at the time of confirmation.
- Final balance of the amount will be payable 45 days before departure date. In the case of bookings made within 8 weeks of departure, the full price will be payable. In some cases, the deposit may be higher, but we will let you know at the time of booking if this is the case. We can only secure your booking once we have received your deposit and your flights will only be secured once payment is done and tickets issued.

### 5. Alterations by you

If, after we have confirmed a booking, you request a change in the dates or content of your itinerary, we will do our best to meet your revised requirements and reserve the right to charge an alteration fee of 2% of the total price quoted. Any such requests received within 8 weeks before departure will be treated as a cancellation and re-booking and thus subject to cancellation charges.

### 6. Cancellation

#### a) By the Client:

- i) Cancellation instructions by you must be in writing by email to us and will be effective on the day we receive them.
- ii) Where we have informed you that a booking is non-cancellable, no refund will be made for cancellation, however we will use our best endeavours to try and obtain a measure of refund for you from the supplier and if successful will make such refund as we are able to obtain.
- iii) Our cancellation charges are determined by the fact that once we have booked with hotels and safari camps/lodges and with local airlines, they will charge us a cancellation fee if we cancel a booking.
- iv) Depending on when notification of cancellation is received, cancellation charges will apply as follows:
  - Over 12 weeks - refund of tour deposit.
  - Between 9 - 12 weeks - 45% of tour price is retained
  - Between 4 - 8 weeks - 80% of tour price is retained
  - 4 weeks or less - 100% of tour price is retained



- v) Please note that with some group tours, there may be exceptions to this and we will notify you at the time.
- vi) No substitutions are allowed and no refunds or credits will be given for individual tours cancelled. Note that certain items like gorilla and chimpanzee trekking permits are 100% non refundable or non transferrable.
- vii) We cannot give any allowance or refund for meals, accommodation, transport or other pre-paid services, not taken when these are included in the tour price nor once the tour has started can we give any refunds for cancelling part of the tour.
- viii) Where any cancellation reduces the number of full paying party members below the number on which the price, or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.
- ix) If your reason for cancelling is because of events beyond your control (e.g. illness, death of a close relative) you may transfer your booking to another party (except for any discounted air tickets) provided that you give us minimum 14 working days notice to make such arrangements and that you and the transferee agree to be jointly and severally liable for any outstanding payment under the contract. Any transfer fees incurred will be the responsibility of the client.
- x) It is the clients responsibility to purchase full insurance coverage for the tour package and airline tickets to protect you in the event of cancellation or alteration. Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable deductible) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.
- xi) Any refunds due to you in the event of cancellation can be credited to your bank (less bank transfer charges) within 30 days of receiving your cancellation.

#### **b) By the Company:**

It is unlikely we will have to change or cancel your safari booking after it has been confirmed. However, as arrangements are often made many months in advance and we have no direct control over some of the products we feature, we reserve the right to change or cancel your safari booking or a component of your booking at any time. Most changes are minor and we will advise you of these as soon as possible. Minor changes include a change of accommodation to another of the same standard, change of Airlines or alterations to flight times by less than 12 hours. Very occasionally we may experience the failure of a supplier, or more commonly, the inability of a supplier to deliver an agreed service. One example is the inability of a safari operator to put a mobile camp out into the field due to a change in park regulations, the closure of a road or border or extreme weather conditions. A more common but still relatively rare occurrence is an error being made during the bookings process, either by ourselves or our suppliers, which leads to a lack of availability for a particular element of the trip. In both cases we will endeavour to replace the service with an equivalent, which would not impact on the status of the booking and its payment and delivery obligations. In some cases this may not be possible and we will need to seek your agreement to a more significant change. We accept responsibility for ensuring that your travel arrangements booked with us are supplied as laid out in the itinerary at the time of booking. If any part of your travel arrangements is not provided as promised, due to the fault of our employees, agents or suppliers, we will pay you reasonable compensation having regard to the cost of the service and the seriousness of the deficiency - provided the procedure shown in point b(i), below, has been followed. We do not accept responsibility nor pay compensation where the fault was due to unusual or unforeseen circumstances (force majeure) b(ii). The Company is not responsible for any incidental expenses that you may have incurred as a result of your booking such as visa fees, inoculations, non-refundable air tickets, etc.

##### **b(i) If you have a complaint**

If you have a problem during your safari, please inform your driver/ guide or tour leader as soon as you become aware of it so that they can resolve it on the spot. If it is a serious deficiency that cannot be resolved, you should also advise us as soon as you are able to by email, giving us all relevant information so that we can investigate it fully. If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint while you were in the hotel, safari, etc., and this may affect your rights under this contract. In all cases our liability shall not exceed the price of that component.

##### **b(ii) Force majeure**

Force majeure means unusual or unforeseeable circumstances beyond our control, e.g. war, threat of war, civil commotion or strife, hostilities, terrorist activities, industrial disputes, natural disaster, fire, acts of God, technical difficulties with transportation, quarantine, weather conditions, government action, etc. Your travel insurance may cover you for some of these events.

#### **7. Prices and Increases**

We reserve the right to alter the prices of any of the safaris. You will be advised of the current price of the safari that you wish to book before your contract is confirmed.

- a) Unless otherwise agreed, the safari price includes the cost of all accommodation (as specified in the itinerary), scheduled flights, air charters, land and water transportation, accommodation, the services of professional guides, game viewing drives and most local airport taxes.
- b) Not included in the holiday price is travel insurance, excess baggage charges, tipping for services, drinks in some camps and lodges,



specific meals in certain hotels and items of a personal nature.

c) The holiday price is based on costs known at the date of booking and on relevant rates as at the date. It is subject to variation only to reflect subsequent increases in transportation costs (including fuel and air fares), dues, taxes (including VAT) and fees chargeable for services or adverse exchange rate variations. Even so we will absorb any such price increases up to an equivalent of 2% of the holiday price but if the necessary price increases exceed that level then we will notify you accordingly and reserve the right to charge you that extra amount up to a maximum of 10%.

## **8. Responsibility**

Travel carries some measure of inherent risk including, but not limited to, the hazards of traveling in underdeveloped areas where road conditions and other facilities may be poor or lacking; the forces of nature; and accident or illness in remote regions without means of rapid evacuation. Bookings are accepted on the specific condition that Ahnasa Destinations Ltd., and its team act only as agents of the passenger in all matters relating to hotels, sightseeing tours, restaurants, all forms of transportation and other services which may be included in these tours. Ahnasa Destinations Ltd., may purchase these services from suppliers and other independent contractors, without warranties and representations from them and thus such services are not subject to its control. The right is reserved to substitute hotels of comparable status and to make any changes in the itinerary where deemed necessary or caused as a result of adverse road or weather conditions, disruptions to airline schedules or any other valid reason. While all precautions are taken to ensure the passenger's safety and enjoyment on these tours, Ahnasa Destinations Ltd., and/or its agents and suppliers shall not be liable for death, injury, delay, loss or damage arising from any cause and in any manner whatsoever or change of itinerary or act, including any acts of terrorism, acts of God and government, neglect, accident, error or omission caused by any of these suppliers or independent contractors, their employees, representatives or any event beyond the control of Ahnasa Destinations Ltd. All baggage is carried at the passenger's own risk, and Ahnasa Destinations Ltd., reserves the right to exclude certain baggage at its discretion. The airlines used to provide flights within Kenya are subject to international air conventions limiting their liability; the limitations of liability are contained on the reverse side of the airline ticket and form part of the terms and conditions of this package. It should be noted that the types of vehicles used for safaris on rough roads in East Africa are different from tour vehicles on the highways in developed countries and normally they do not have air-conditioning other than the standard ventilation fan. The Safari Landcruisers used throughout East Africa for overland road safaris on the main highways beyond the parks are of a standardised design with sliding passenger windows. Open-sided safari viewing vehicles may be used inside the parks and conservancies. In most of the safari lodges where electricity is provided by a generator, these are turned off late at night until the following day. Water from taps in bathrooms is not suitable for drinking and bottled water is provided for drinking and cleaning teeth. The roads between the parks may have rough stretches and the overland journeys can be lengthy as tour vehicles are limited to a maximum speed of 50 miles per hour / 80 Kilometers per hour, so flights between camps are always recommended in preference to long road transfers. Please note that we cannot accept any responsibility for weather conditions or the presence or absence of particular wildlife from your safari, in particular, severe drought conditions can lead to local authorities imposing restrictions on use of water, conversely unseasonal rains may make a particular location impassable. Every effort will be made to ensure that you are not subject to inconvenience due to any of the above but no responsibility can be accepted if this does occur.

## **9. Your Responsibility**

(a) It is your responsibility that passports (with at least 6 months validity beyond the date of your return and a minimum of 2 blank pages in your passport), visas, inoculation certificates and other necessary travel documents are in order and we reserve the right to charge you any costs incurred by us due to your failure in any of these respects. It is also your responsibility to check in for your flights by the correct time and to be in the right place at the right time for ground travel arrangements. We do not accept liabilities if you fail to do so and no credits or refunds will be given for lost or mislaid air tickets or other travel documents.

(b) It is a condition of your contract with us that you act with reasonable prudence and circumspection whilst on holiday and that you comply with all health and safety requirements of guides, camps and the like.

(c) As between you and suppliers of accommodation, transport and other services which form part of your holiday their conditions of business will apply which may mean that you will be required by such suppliers to sign liability waivers or other documentation for some potentially more hazardous activities such as balloon, canoe, walking and riding safaris and white water rafting.

(d) Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the excursion or tour operator. Any specialist service which we organise on your behalf with a local supplier and for which you pay that supplier direct or we pay on your behalf as a separate charge to your package arrangements will be on the local suppliers' terms and conditions and your contract will be with them.



(e) If you have a problem during your holiday, you must inform the relevant supplier (e.g. your hotelier) and your guide immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 30 days of your return home by writing to us giving all relevant information. It is your responsibility to communicate any complaint to the supplier of the services as well as to your guide without delay and complete report whilst in resort. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

(f) We are not responsible for any incorrect information in brochures supplied by ourselves that are produced by the individual operators.

(g) We are not responsible for any loss, death or injury that is attributable to your acts or omissions, or the acts or omissions of third parties not involved in providing the services which make up your holiday, unless we could have foreseen such circumstances whose consequences could not have been avoided by exercising all due care. You are responsible for the conduct of any children travelling with you and for their compliance with the condition set out in section 8 of these conditions and in particular those in section 7(b).

(h) Safety Standards: Safety standards can and do vary from one country to another and may not reach the same level as can be found in the UK, USA, Australia, Europe, etc., although we do request that all the properties we feature comply with the appropriate, local safety standards. We therefore advise you to take all reasonable precautions whilst on holiday.

#### **10. Passports, visas & Inoculations**

It is of utmost importance that you thoroughly check your visa & inoculation requirements before your intended date of travel, as Ahnasa Destinations Ltd., cannot be held responsible should the necessary visa & inoculation requirements not be fulfilled. Both the cost, currency, accepted method of payment, and type of visa (i.e., single, double or multiple entry) should be checked in advance to avoid any inconveniences and delays when entering countries or crossing borders. It is recommended that you travel with at least 2 blank passport pages per country visited. Please ensure that your passport is valid for a minimum of 6 months after your date of travel.

#### **11. Behaviour**

We reserve the right to terminate the holiday arrangements of any person whose behaviour is such that it is likely in our reasonable opinion or that of any hotel/camp/lodge manager, airline pilot, tour leader or other person in authority, to cause distress, danger, damage or annoyance to other clients, staff and property or to any third party. Should this happen, full cancellation charges will apply and we will have no responsibility whatsoever for any costs incurred for the continuation of the holiday, including any return travel, or to compensate for any loss incurred.

#### **12. Security**

The health and safety of our clients is of paramount importance to us. Should the Foreign Office advise against any travel to a particular country, then we will of course act upon this and reserve the right to cancel your holiday. Please note that compensation or refunds cannot be paid in such circumstances. You can find information on the country you are visiting on your government website.

#### **13. Tours - General Fitness Requirements**

Due to the physical nature of some of the tours which we feature, we regret that they are not suitable for persons with reduced mobility and a reasonable level of fitness is required. If you are in any doubt as to the suitability of a tour, please make this known to us before you book.

#### **4. Insurance**

It is a condition of contract that all members of your party have comprehensive and adequate travel insurance. We cannot accept any responsibility for any failure on the part of members of your party to take out comprehensive travel insurance. You should try and ensure that your travel insurance will fully cover you for any situations outside of our control, for example, force majeure as well as for personal effects, accidents, medical and emergency travel expenses, cancellation and curtailment.

#### **15. Data Protection**

In order to process your booking and to make sure that your holiday arrangements run smoothly, we need to pass the information which you provide on to relevant suppliers such as airlines, transfer companies, hotels, camps, lodges etc. The information which we provide may also be provided to credit checking companies and public authorities such as customs and immigration if required by law. However, we will not pass your information on to any person who is not responsible for part of your holiday arrangements. If we cannot pass your information on to relevant suppliers, we cannot provide your booking, therefore in making this booking, you consent to your information being passed onto them.



**16. Law and Jurisdiction**

These booking conditions are governed by the laws of Kenya and any action arising under them, or in any way connected with the travel arrangements booked, may be brought only in a court in Kenya.

**I hereby confirm that I have read and agree to the above Booking Terms & Conditions of Ahnasa Destinations Ltd. to proceed with the booking arrangements as agreed in the itinerary.**

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**I confirm I am the group leader and signing the Terms and Conditions on behalf of everyone in my group**

**Signature:** \_\_\_\_\_

Kindly print this page, fill in the above and scan and e-mail it back to us along with a copy of the passport of everyone in your group.

***E-Mail: [info@ahnasa.com](mailto:info@ahnasa.com)***