

# Travel Wild EA Limited – Terms and Conditions

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These booking conditions will form part of your contract with Travel Wild East Africa Limited, Nairobi, Kenya (“Travel Wild”). That contract and any matters arising from it are governed by Kenyan law and subject to the jurisdiction of the Kenyan Courts. Different terms and conditions may apply as between you any of the hotels, car rental companies, tour operators, airlines etc involved in providing your holiday.

1. **RESERVATION, PAYMENT AND DEPOSITS:** A binding contract between you and Travel Wild only exists when we have accepted your booking by issuing an invoice and a deposit has been paid by you. The deposit of 30% of the invoice must be paid on receiving our invoice and the remainder 45 days before commencement of our services. If payment is not received by the due date, we reserve the right to treat the booking as having been cancelled by you, and apply cancellation charges as set out in section 3 below.
2. **PRICES:**
  - **Rates include**, but are not limited to, the following services specified in the itinerary: accommodation with meals, tours, transport, driver/guide, park entrance fees, hotel taxes and service charges. Rates also include domestic airport taxes unless otherwise indicated.
  - **Rates exclude:** international airport taxes (where applicable), Passport and visa fees, beverages, laundry, telephone calls, scheduled flights (unless otherwise indicated), medical charges for inoculations, gratuities, excess baggage charges as imposed by airlines, forwarding of baggage and purchases, international air transportation or internal air (unless indicated), personal insurance and all other expenses of a personal nature. Published prices are based on costs at the time of publication. We reserve the right to change published prices at any time before your booking is made.
3. **CANCELLATION:**
  - **By You:** Travel wild must be notified of cancellations in writing.
    - Cancellation from 46-60 days before arrival – charged 25% of full amount
    - Cancellation from 30-45 days before arrival – charged 50% of full amount

- Cancellation from 14-29 days before arrival – charged 75% of full amount
- Cancellation less than 14 days before arrival – charged 100% of full amount
- **By Travel Wild:** Although it rarely happens, and we will do our utmost to avoid doing so, Travel Wild or its suppliers may reserve the right to cancel tours and other arrangements. Where your holiday is cancelled (other than due to your default in payment) Travel Wild will offer you the choice of an alternative arrangement (paying or receiving a refund in respect of any price difference) or receiving a full and immediate refund of all monies paid to Travel Wild. Travel Wild may be forced to curtail the holiday after departure where circumstances amounting to ‘force majeure’ arise. In this situation, Travel Wild will not make any refunds or pay any compensation or be responsible for any costs or expenses incurred by you as a result.

\*\*Some hotels, camps, and lodges have a different cancellation policy than the Travel Wild cancellation policy. For these hotels, camps, and lodges, we will alert the client of these differences.

#### 4. **CHANGES**

- **By you:** Should you wish to make any changes to the confirmed arrangements, Travel Wild will endeavour to assist. An amendment fee may be payable.
- **By Travel Wild:** Travel Wild in its absolute discretion, reserves the right to alter any route or their arrangements, offer substitutes, or to completely cancel the whole or any portion of a tour, should conditions necessitate. The right is also reserved to decline the acceptance of any person as a member of a tour should the presence of that person be prejudicial to the good conduct of the tour, or be contrary to the laws of the country visited.

5. **TRAVEL WILD RESPONSIBILITY AND LIABILITY:** Travel Wild make arrangements for hotel / lodges / camp accommodations, for transport and conveyance by whatever means, as Agents, on the express condition that they shall not be liable for any injury, damage, loss, accident, delay or irregularity which may be occasioned by reason of any defect in any vehicle, or though the acts of defaults of any company or person engaged in conveying the passenger or

in carrying out the arrangements of the tours, or otherwise in connection therewith, or any hotel/lodge proprietary or servant. Travel Wild accepts no responsibility for losses or additional expenses due to delays or changes in train, steamer, motor, air or other services, sickness, weather, strikes, civil disturbances, war, quarantine, natural disasters, force majeure, or other similar causes. All such losses or expenses will have to be borne by passenger. Such conveyance, etc is subject to the laws of the country in which the tour takes place and all claims are subject only to jurisdiction of courts of the country in which the cause of action arises. Travel Wild reserves the right to employ sub-contractors to carry out all, or part of the services provided and in the event of such right, the terms and clauses above relating to Travel Wild's liability shall apply.

## 6. GENERAL INFORMATION

- **Accommodation:** Wherever possible, we book rooms with private baths / showers on the basis on 2 people sharing a room. Single rooms are available at a supplementary cost, but we do not guarantee either single rooms or private bath/shower. If a single room cannot be provided, even if paid for, we will make appropriate refund. Where mentioned in the brochure hotels/ lodges / camps are named as an indication of category and we may book rooms at similar hotels / lodges / camps.
- **Transportation:** Safari minibuses, cars, four-wheel drive vehicles, coaches or aircraft will be provided according to the route and number of participants. We reserve the right to employ the services of sub-contractors. Multi-lingual driver-guides will be provided if possible.
- **Travel timings:** Transport timings are provided by airlines and other carriers concerned. They are subject to change as a result of air traffic restrictions, weather conditions, operational/maintenance requirements and the requirement of passengers to check in on time. Travel Wild will not be responsible if there is any change to a departure or arrival time shown in this brochure or on any ticket. Similarly, Travel Wild cannot make any special arrangements for you if you are delayed since such matters are at the sole discretion of the airline or other carrier concerned.
- **Passport, Visas and Health Requirements:** You should verify information concerning passport, visa and health requirements which apply for the holidays featured in this brochure with us prior to booking. It is your responsibility to ensure that you satisfy all applicable requirements and take with you all necessary documentation. Travel Wild cannot be

held liable if you do not do this and, if Travel Wild suffers any expense or loss because of such a failure on your part, you will reimburse Travel Wild in full.

- **Insurance and Risks:** The hazards of traveling during holidays organized by Travel Wild may inevitably give rise to some risks and dangers including, inter alia, those inherent in travel by boat, train, road, vehicles, aircraft or other means, the forces of nature, dangerous or hazardous sporting activities such as white water rafting, balloon safaris, trekking etc. or political unrest and accident or illness in regions without medical facilities. In certain cases these risks and dangers may lead to death, injury, delay, loss, damage or change in itinerary and Travel Wild expressly excludes liability for any of these consequences which do not arise out of the negligence of Travel Wild. Travel Wild will not undertake to arrange medical care. You are therefore strongly advised to take out insurance against such risks in an adequate sum and manner. Before undertaking any dangerous sport or activity you will be required to sign a form of consent and exclusion of liability by Travel Wild or its agents, employees or suppliers. Failure to sign such a form will result in your not taking part in the relevant activity in which event you will not be refunded any payment that you have already made for such an activity.
  - **Special Requests:** Any special requests (e.g. for single room or a special diet) must be notified in writing when the booking is made. Whilst Travel Wild will endeavor to meet such requests, they cannot be guaranteed and any failure to comply will not be a breach of contract.
7. **Flying Doctor's Services / Air Ambulance Cover:** We can organise a 'flying doctor' or Air Ambulance cover for you for the duration of your safari. This costs US\$25 per person if travelling within Kenya only, and US\$50 per person travelling in both Kenya and Tanzania. It is valid for a 2 month period. We strongly recommend that you / your clients subscribe to this cover. Simply mention it at the time of booking.