



Happy Tribe Travel Kenya Limited
1st Floor Room 2 Lotus Plaza,
Chiromo Lane off Ojijo Road Parklands, Nairobi
P.O. Box 508 – 06005 Nairobi
Tel: +254726455000
Email: happytribetravel@gmail.com
Web: www.happytribe.ke

Monday 1st December 2025

Happy Tribe Travel: General Terms and Conditions

1. Booking and Financial Policy

- **Reservation Deposit:** To secure your tour/safari, a non-refundable deposit of **30% of the total tour price** is required at the time of booking. **Note:** Bookings made via third-party Online Travel Agencies are subject to the payment terms and conditions of the respective platform.
- **Final Balance:** The remaining balance is due **on the day of** commencement of the tour. For bookings made within 7 days of departure, full payment is required immediately.
- **Payment Methods:** We accept payments via Bank Wire Transfer (SWIFT), Major Credit Cards (subject to a processing fee), paypal and M-Pesa and cash. Clients are responsible for all bank intermediary charges to ensure the full invoice amount is received.

2. Cancellation and Flexible Refund Policy

We understand that plans can change. Our cancellation fees are as follows:

- **14 days or more notice:** Full refund of the balance (excluding the non-refundable deposit).
- **7 - 13 days notice:** 50% of the total tour cost is retained.
- **3 - 6 days notice:** 70% of the total tour cost is retained.
- **Less than 48 hrs or "No Show":** 100% of the total tour cost is retained.

Note: We strongly recommend all guests purchase "Cancel For Any Reason" (CFAR) travel insurance to mitigate these costs.

3. Traveler Responsibilities & Safety

- **Travel Insurance:** It is a requirement for travel with Happy Tribe Travel that all guests hold comprehensive travel insurance covering medical expenses, emergency evacuation, and personal liability. While Happy Tribe Travel maintains all mandatory insurance policies required by Kenyan law, our coverage does not extend to individual guest incidents or personal losses.
- **Health & Vaccinations:** Guests are responsible for ensuring they meet all Kenyan health entry requirements (e.g., Yellow Fever, COVID-19 protocols) and have consulted a doctor regarding malaria prophylactics.
- **Compliance:** Guests must follow the instructions of the guide at all times, especially concerning wildlife safety and park regulations.



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4. Itinerary Flexibility & Force Majeure

- **Operational Changes:** While we strive to follow the itinerary exactly, Happy Tribe Travel reserves the right to alter routes or accommodation to a similar or higher standard due to local conditions, road closures, or weather.
- **Unforeseen Events:** Happy Tribe Travel shall not be held liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, or other natural disasters), strikes, or political instability.

5. Liability Waiver

- **Assumption of Risk:** Participation in safaris and outdoor activities involves inherent risks, including potential injury and items loss from interactions with wild animals (such as monkeys and baboons). By booking, the client acknowledges and accepts these risks as part of the wilderness experience.
- **Limit of Liability:** Happy Tribe Travel acts as an agent for hotels, airlines, and transport providers. We are not responsible for any injury, loss, or damage to person or property caused by these third-party providers.

6. Content & Privacy

- **Photography:** During the tour, our team may take photos or videos for social media and marketing. If you prefer not to be featured, please inform your guide at the start of the trip.
- **Data Protection:** Your personal information (passport details, dietary needs) is used solely for booking logistics and will never be shared with outside marketing parties.

7. Staffing, Preferences, and Professional Conduct

- **Staff Assignment:** Happy Tribe Travel reserves the exclusive right to assign guides, drivers, and support staff to any given tour. While we take note of requests for specific staff members, we cannot guarantee their availability and reserve the right to make substitutions at any time without prior notice.
- **Professional Boundaries:** Our staff are trained professionals dedicated to your safety and the quality of your experience. We maintain a strictly professional relationship between our team and our guests. Happy Tribe Travel will not be held liable for personal sentiments, subjective "personality clashes," or perceived differences in individual staff styles, provided that professional service standards and safety protocols are met.
- **Substitution of Personnel:** In the event of illness, emergency, or internal scheduling changes, Happy Tribe Travel may substitute a staff member before or during a tour. Such a substitution does not constitute a "material change" to the booking and does not entitle the client to a refund or discount.



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- **Mutual Respect Policy:** Happy Tribe Travel operates on a principle of mutual respect. We reserve the right to immediately terminate the tour of any guest who displays abusive, intimidating, harassing or discriminatory behavior toward our staff or other person(s) sharing the tour. In such cases, no refunds will be issued, and any additional costs incurred for the guest's return travel will be their sole responsibility.
- **Third-Party Services:** In instances where we subcontract specific services (e.g. local cultural guides or tourist guides at established attractions), the client acknowledges that these individuals are independent contractors. Happy Tribe Travel is not liable for their personal opinions or private conduct beyond the scope of the contracted service.

8. Governing Law

- These terms are governed by and construed in accordance with the **Laws of the Republic of Kenya**. Any disputes arising shall be subject to the exclusive jurisdiction of the courts in Nairobi.

Acceptance of Terms: Payment of a deposit indicates that you have read, understood, and accepted these Terms and Conditions in full.