



Booking Terms and Conditions

Booking and Reservations:

- a) To reserve a tour or travel package, customers must provide accurate personal information, including full names and contact details.
- b) A 20% deposit will be required to secure a booking, with the remaining 80% balance due at least 45 days prior to the commencement of the safari.
- c) *N/B: If the booking goes to hotels including And Beyond Kichwa Tembo, Saruni Basecamp Chain, The Elewana Chain, and Tulia Amboseli Camp. The 80% balance must be cleared 50 Days before the Safari commencement date.*
- d) The booking is considered confirmed only after payment is received.

Payment by credit / debit cards:

- a) We prefer payment by credit card on-line (Visa, American Express, or Mastercard) through our secure online payment system.
- b) Payments can also be made by direct bank transfer to our company bank account (details shall be provided during safari confirmation and invoice). In this case, you will add the banking fees so that we receive the exact amount invoiced.
- c) For persons from overseas, payments are to be made in USD as quoted
- d) Once your booking is confirmed and your sales consultant / Tour manager has emailed you the invoice, you will then receive an email from Shanjoy Tours and Safaris with a link that directs you to our secure online payment system, where you can enter your details and process your payment. – Note that this option attracts a 3% surcharge on the total amount transacted which is fee charged by the Card enabling company – Pesapal.

The invoice given will usually include this surcharged, we received an amount

SHANJOY TOURS AND SAFARIS



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subtracted the 3%.

Cancellation and Refunds:

Company-Initiated Cancellation:

- a. The company may need to cancel a tour or travel package under the following conditions:
 - i. **Force Majeure:** In situations beyond the company's control, such as natural disasters, political unrest, or acts of terrorism, the company may be forced to cancel a tour. In these cases, the company will provide alternative travel options or issue refunds for the affected portions of the tour.

Customer-Initiated Cancellation:

Shanjoy Tours and Safaris booking / cancellation conditions are determined by the fact that once hotel, Safari lodge/ camps, local domestic airlines or services are booked on your behalf, we shall incur a cancellation fee if we are required to cancel the booking.

We try to keep such cancellation charges to a minimum and they apply as follows calculated as a percentage of the total price:

Safari invoice cancellation charges for both Kenya and Tanzania Safaris.

- a) Cancellation up to 60 days prior to commencement of the safari: Will incur 20% of the quotation.
- b) Cancellation up to 45 days prior to commencement of the safari: 50% cancellation charges
- c) Cancellation up to 30 days prior to commencement of the safari: 80% cancellation charges
- d) Cancellation between 20-1 days (including NO-SHOW) prior to safari start: will incur 100% of the quotation.

e) Any booking going to And Beyond Kichwa Tembo, Saruni Basecamp

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Chain, The Elewana Chain, and Tulia Amboseli Camp. Cancellation should be initiated 60 Days before the Safari commencement date. Any cancellation done after 60 days; the client will forfeit 100% of the safari value.

- f) Refunds due to you in the event of safari cancellation can only be credited to the original credit / debit card used in making of initial payment, if within 6-months of paying. If the period is longer than 6-months refunds will be made directly to the traveler's bank account.

Changes and Modifications:

- a. The company reserves the right to make changes to the itinerary, accommodation, or transportation if necessary due to unforeseen circumstances or for the benefit of the tour.
- b. Customers will be informed of any significant changes as soon as possible.
- c. Any increases in park fees, government levies, taxes, flight landing fees, or any other additional costs imposed by the government are beyond the control of the tour operator and will result in adjustments to the final safari cost.

We will inform you of such increments in a timely manner to ensure you are fully aware of any changes that may affect the final package cost.

Travel Insurance:

- a. We strongly recommend that customers purchase travel insurance to cover unforeseen events such as trip cancellations, medical emergencies, or lost luggage.
- b. If you are coming to East Africa from overseas, we request that you provide us with your insurance provider's name, together with the policy number and the insurance company's emergency contact telephone number in case of any emergency whilst you are traveling.

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Health and Safety:

- a. Customers are responsible for ensuring they are in good health and able to participate in the tour activities. Any medical conditions or dietary restrictions should be disclosed in advance.
- b. Customers are expected to follow safety guidelines provided by the company during the tour.

Passports and Visas:

- a. Customers are responsible for ensuring they have a valid passport and any required visas for international travel.

Liability:

- a. The company is not liable for personal injury, property damage, loss, or delays that occur during the tour unless due to negligence on our part.
- b. Customers are responsible for their belongings, and the company is not liable for lost or stolen items.
- c. Please be aware that on any African safari, you may be taken into close contact with wild animals. Attacks by wild animals are rare, but no safari into the African wilderness can guarantee that this will not occur.
- d. Neither Shanjoy Tours and Safaris, nor its employees, nor its suppliers can be held responsible for any injury or incident on the safari.

Privacy:

- a. The company will handle customer personal information in accordance with its privacy policy.

Complaints:

We do our best to give you an enjoyable, trouble-free safari tour but occasionally even the best-laid plans can go wrong.

In the event of a problem whilst you are on a safari tour with us, please inform

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your tour planning manager via email, lodge/ camp manager and your tour driver/guide immediately. This gives us the opportunity to correct the issue on the spot so that it does not spoil your Safari. If the matter cannot be resolved immediately, please send details of your complaint to us in writing within 20 days of your return from your holiday. It is therefore a condition of this contract that you communicate any problem to the authority in question whilst on tour. If you fail to follow this simple procedure, we cannot accept responsibility as we have been deprived of the opportunity to investigate and rectify the problem on site.

Force Majeure:

- a. Safari adventure travel in East Africa 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.
- b. Bookings are accepted on the specific condition that Shanjoy Tours and Safaris and its team of independent overseas Safari Consultants 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. Shanjoy Tours and Safaris 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.
- c. 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.
- d. While all precautions are taken to ensure the passenger's safety and enjoyment on these tours, Shanjoy Tours and Safaris/or its agents and

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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 Shanjoy Tours and Safaris.

- e. 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.

Law and Jurisdiction:

All terms and conditions of this agreement shall be governed by and construed in accordance to the laws of Kenya, and any litigation necessary to resolve disputes between the parties shall be held in the courts located in Kenya where such a dispute can be solved through arbitration.