

TERMS & CONDITIONS

1. Booking your Holiday

- a) Your contract in respect of your holiday is made with Blue Lilac Tours & Travel Ltd ('the Company'), registered in Nairobi, Kenya and all bookings are subject to these terms and conditions.
- b) All communications by the Company in relation to your holiday will be sent to the address stated on the booking form.
- c) All bookings must be made through an authorized representative of the Company. At the time of booking the Company, booking form must be completed and submitted together with a deposit of at least 30% of the total cost of the booking.
- d) Your holiday must be paid in full at least 10 days before the departure date. If payment is not received by the due date, the Company reserves the right to cancel the booking and retain the deposit. The person who signs the booking form guarantees payment of the total amount shown on the booking form in accordance with these conditions. It is the responsibility of the signatory to ensure the Company receives payment in full by the due date.
- e) If you book within 10 days of your departure date payment must be made in full at the time of booking.
- f) All special requests, such as dietary requirements, should be noted on the booking form.
- g) The Company will provide the service as set out and confirmed in writing.

2. Price Policy

- a) The Company is under no obligation to furnish a breakdown of the costs involved in a holiday.
- b) The Company reserves the right to notify you of any increase in price before accepting your booking.
- c) Optionally, you may choose to pay for your holiday in full at the time of booking, in which case your holiday price will be fixed at the cost quoted by the Company at the time.

3. Cancellation and Changes

a) You may cancel your holiday at any time providing you notify the Company in writing. The following charges will be levied on any cancellation:

- 30 days or more 50% of Deposit
- 15 – 30 days 100% of Deposit
- 8 – 15 days 80% of Tour Cost
- 1 – 7 days 100% of Tour Cost

b) After the itinerary is confirmed, the client is permitted free of administration charges one set of amendments, though will be liable for any added cost this may add to the tour, including airline charges, hotels etc. Any further modifications, which are instigated by the client, will incur a charge of \$25 due to communication and administration expenses that may have incurred.

4. Our Responsibilities

a) The Company does not own or manage the aircraft, accommodation, restaurants and other facilities used in conjunction with the tours arranged. While the Company has exercised care in selecting providers of travel, accommodation, restaurants and other facilities, the Company do not have total control of the services offered.

b) The Company is not responsible if you or any member of your party suffer death, illness or injury as a result of any failure to perform or improper performance of any part of our contract with you where such failure is attributable to;

- i. The acts and/or omissions of any member of the party, or
- ii. Those of a third party not connected with the provision of your holiday, or
- iii. (iii) an event which neither the Company nor the service provider could have foreseen or prevented even with due care.

c) Should any member of your party suffer illness, injury or death through misadventure arising out of an activity, which does not form part of the holiday the Company, has arranged for you the Company cannot accept liability. The Company will offer general assistance where appropriate.

d) The Company regret that no refund will be made on unused tickets where travel, sporting event or other types of ticket, unless a refund can be obtained from the carrier or provider.

5. Your Responsibilities

a) You are responsible for arranging your own travel insurance, though an appropriate policy can be incorporated into your tour package. Details of all insurance policies held by each member of your party must be provided on the booking form. No booking forms can be accepted without sufficient proof that personal policies have been arranged. Please ensure that your insurance cover applies to the specific activities you are booking and which are confirmed on the Confirmation Invoice.

b) Each member of the party must have a valid passport, visas and all necessary documentation for the countries they are touring. The Company accept no responsibility for any delay or expense should your documents not be in order.

c) You are responsible for checking-in for flights at the correct time and for presenting yourself to take up all pre-booked components of your holiday. The Company cannot accept responsibility for clients missing flights as a result of late check-ins and no credit or refunds will be given if you fail to take up any component of your holiday. No credit or refunds will be given for lost, mislaid or destroyed travel documents.

d) By booking a holiday with the Company, you undertake to behave in an orderly manner and not to disrupt the enjoyment of others on holiday with you nor to do anything to bring the reputation of the Company into disrepute. If you breach this clause, your holiday will be terminated with immediate effect and the Company will have no further contractual obligation to you. The Company will be entitled to recover from the offending party and/or the person who signed the booking form compensation for any damage caused.

e) It is the responsibility of the person who signs the Booking Form to disclose any pre-existing medical conditions that members of their party may have.

f) All equipment and personal effects shall be all times and in all circumstances at the owner's risk. The Company cannot accept responsibility for any loss or damage or delay to your luggage or effects unless directly caused by the negligence of one of our representatives.

6. Disclaimer

The Company has made all reasonable efforts to check the accuracy of the information contained in our website. The Company cannot however accept any responsibility for any errors or omissions that may appear in this site.

7. Complaints

a) If you have a problem during your holiday, please inform the Company immediately so that they can endeavour to put things right. If you cannot resolve the problems, you must contact the Company office so that they are given an opportunity to help. The Company will not hold themselves responsible for the non-performance of an itinerary through causes beyond their control or when they are not notified of a problem at the point where remedial action can be taken. In the unlikely event that a complaint cannot be resolved at the time, you should write to the Company within 28 days of returning home, giving your original booking reference number and all other relevant information. If you fail to take any of these steps you will hinder the Company's ability to put any problem right and/or investigate it fully and any right you have to receive compensation will be reduced or completely invalidated.

b) Any dispute that may arise will be governed by respective law and both parties shall submit to the jurisdiction of the applicable Courts.

c) All information given by the Company whether in writing or orally is to the best of the Company's knowledge and believed correct at the time given and is given in good faith. The booking conditions shall take precedence over any other warranty or condition that may have been given.

8. Data Protection Act

It may be necessary for the Company to ask you for certain personal information. Examples of this would be dietary requirements, disability/medical or religious information etc. This information will be kept confidential by the Company and is available to you to inspect during the Company's normal working hours. It will be passed to the suppliers, if it is necessary for them to know this information in order to fulfill the Company's contract to you.