

TERMS AND CONDITIONS

1. Booking and Reservation

- a) To reserve a tour or travel package, customers are required to provide accurate personal information, including full names and valid contact details.
- b) All bookings are subject to availability and will be confirmed upon receipt of a 20% deposit, with the remaining balance payable no later than 30 days prior to the commencement of the safari.
- c) A booking confirmation will be issued once the required payment has been received.
- d) Any special requests, including dietary requirements, medical conditions, or room preferences, should be communicated at the time of booking. While we will make every effort to accommodate such requests, they cannot be guaranteed.

2. Payments

- a) Payments may be made securely using major credit cards, including Visa, MasterCard, and American Express.
- b) Payments can also be made via bank transfer. Our official bank details will be provided upon request or at the time of booking.
- c) All prices are quoted in United States Dollars (USD) for international clients. Local clients will make payments in Kenya Shillings (KES).
- d) Once a safari or tour is confirmed, we may also offer payment via Pesa Link. An official invoice, including the payable amount and a secure payment link, will be sent from our company email address with instructions on how to complete the payment.

3. Cancellation and Refunds (by the Company)

- a) In the event that a tour, activity, or service is cancelled, delayed, or significantly altered due to circumstances beyond our reasonable control, including but not limited to adverse weather conditions, natural disasters, government restrictions, safety concerns, wildlife movement, or other unforeseen events. We will make reasonable efforts to minimize disruption to your experience.
- b) In such cases, customers will be offered one of the following options:
 - A full refund for the affected portion of the booking; or
 - An alternative tour, activity, or travel date of equal value, subject to availability.

- c) Please note that our responsibility is limited strictly to the services booked directly with us.

4. Customer Cancellations

- a) In the event of cancellation, fees will be charged according to the date the official notice in writing is received at our office:
- 30 days before the arrival date: 30% of the total tour price
 - 10-20 days before the arrival date: 50% of the total tour price
 - 7 to 10 days before the arrival date: 85% of the total tour price
 - Less than 7 days before the arrival date or no-show: 100% of the total tour price.

5. Changes and Modifications

- a) Requests for itinerary or date changes must be made in writing and are subject to availability.
- b) Additional charges may apply for changes.
- c) We reserve the right to adjust itineraries due to:
- weather and sea conditions
 - wildlife movement
 - road or park conditions
 - safety or operational requirements

6. Safari-Specific Conditions

- a) Wildlife sightings cannot be guaranteed.
- b) Customers must follow park rules and guide instructions at all times.
- c) Getting out of safari vehicles in national parks or conservancies is strictly prohibited unless permitted by authorities.
- d) We are not liable for incidents caused by wildlife behaviour or failure to follow safety instructions.

7. Beach & Marine Activity Conditions

- a) Beach tours may include swimming, snorkelling, boat rides, or other marine activities
- b) Participation in water activities is at your own risk.
- c) Sea conditions, tides, and weather may affect scheduled activities.
- d) We are not responsible for injuries, marine life encounters, or service disruptions caused by sea conditions.

8. Insurance

- a) Comprehensive travel insurance is mandatory and strongly recommended, covering:
 - medical emergencies
 - evacuation (including air evacuation)
 - marine activities
 - trip cancellation and delay
- b) Proof of insurance will be requested before tour commencement.

9. Health and Safety

- a) You must ensure you are physically and medically fit for safari and beach activities.
- b) Any medical conditions, allergies, or special needs must be disclosed in advance.
- c) We reserve the right to remove any participant whose conduct endangers themselves, wildlife, or others, without refund.

10. Liability

- a) Participation in all activities is at your own risk.
- b) We shall not be liable for loss, injury, illness, death, damage, or delay caused by:
 - wildlife or marine life
 - acts of nature
 - third-party service providers
 - circumstances beyond our control
- c) Our maximum liability shall not exceed the total amount paid for the booking, as permitted under Kenyan law.

11. Privacy

- a) Personal data is collected for booking administration and service delivery.
- b) Information is handled in compliance with the Kenya Data Protection Act, 2019.
- c) We do not sell or misuse customer information.

12. Complaints

- a) Complaints should be raised immediately during the tour for prompt resolution.
- b) Written complaints must be submitted within 5 days after tour completion.
- c) We will respond within a reasonable timeframe.

13. Force Majeure

- a) We shall not be liable for failure or delay due to events beyond our reasonable control, including natural disasters, pandemics, government restrictions, civil unrest, wildlife activity, or extreme weather.
- b) Refunds or alternative arrangements will be subject to supplier policies.

14. Law and Jurisdiction

- a) These Terms and Conditions are governed by the laws of the Republic of Kenya.
- b) All disputes shall be subject to the exclusive jurisdiction of the courts of Kenya.