



TRAVEL YOUR SOUL

TERMS & CONDITIONS

Individual/Group Bookings

1. CONTRACTING PARTIES

These Terms and Conditions are legally binding between the traveller/travellers and Mara And Serengeti Expeditions Ltd, herein after referred to as M&S.

2. ACCEPTANCE OF THESE TERMS

PLEASE NOTE: Acceptance of a quotation from M&S constitutes acceptance of these Terms and Conditions which take effect immediately.

3. ACCOMMODATION:

All accommodation, room type(s) and specification are as shown in the itinerary.

4. MEALS:

Meals are as shown in the itinerary.

5. TRANSFERS:

Transfers are provided on arrival and departure from airport to hotel and return only where specified in the itinerary.

6. ITINERARY:

Accommodation and arranged sightseeing are subject to change at any time due to unforeseen circumstances or circumstances beyond M&S control. Every effort will be made to operate tours as planned, but alterations may occur after the final itinerary has been issued. M&S also reserves the right to withdraw a tour or any part of it, to make such alterations to the itinerary or the tour inclusions as it deems necessary or desirable, and to pass on to tour members any

expenditures or losses caused by delays or events beyond its control.

In case of any appreciable variation in the tour price due to these circumstances, M&S reserves the right to make adjustments to the tour costs as necessary.

7. SPECIAL REQUESTS:

Specific requests should be advised at time of booking. Please note that every effort will be made to secure special requests, however; they cannot be guaranteed.

8. TRANSPORTATION:

Transportation will be as specified in the itinerary.

9. BAGGAGE:

M&S provides handling of baggage only as specified in the quotation. Weight restrictions for baggage on some routes on internal/domestic flights may apply; details of which will be provided with pre-tour documentation. Baggage and personal effects are at the owner's risk throughout the tour and M&S assumes no liability for lost or damaged baggage. Baggage insurance is strongly advised.

Please check with your international carrier for other baggage restrictions applicable to your international flight.

10. TAXES AND GRATUITIES:

Hotel taxes as imposed by city and state governments are included.

Airport taxes are included where specified in the itinerary.

Gratuities for guides, drivers, porters, camp staff, ship crew and Tour Managers are not included and are at the discretion of the traveller.

11. PRICES & ARRANGEMENTS:

The tour price includes planning, handling and operational charges and is quoted based on the current rates of exchange and tariffs. Entrance fees as part of scheduled sightseeing tours are also included in this price. This price is subject to revision in line with significant changes in foreign currency, tariff rates, taxes etc.

12. EXCLUSIONS:

The cost of obtaining passports, visas, excess baggage charges, items of a personal nature such as drinks, laundry, telephone calls, fax charges and personal insurance unless expressly included in writing, are not included in the tour price.

13. PHOTOGRAPHY:

M&S reserves the right to take photographs during the operation of any program or part thereof and to use them for promotional purposes. By booking a program with M&S, travellers agree to allow their images to be used in such photographs. Travellers who prefer that their images not be used are asked to identify themselves to M&S prior to final payment and they will be exempted from this photography waiver clause.



TRAVEL YOUR SOUL

14. REGISTRATION/ PAYMENTS:

A non-refundable deposit of **30%** is required at the time of booking. The remainder of the tour cost is payable in two installments. Second deposit of **40%** is payable **90 days** prior to departure while the remaining **30%** is payable on arrival as local payment strictly before the start of the tour. If the reservation is made within 60 days of departure, the entire tour price must be paid at the time of confirmation. The payment currency is **United States Dollars (US\$)**

15. PAYMENT METHOD:

Payments may be made by the following methods:

- Credit card
- Cheque
- Bank transfer

M&S cannot guarantee that all payment methods will be accepted and M&S will therefore advise of the most suitable payment method at the time of deposit.

15.1 For payment by credit card M&S reserve the right to charge a levy of up to 5%

15.2 Please use the following account details for bank transfers:

Account Name: Mara and Serengeti Expeditions Ltd

Account Number: 2048967038 (U.S DOLLARS)

Account Number 2048966953 (Kenya Shillings).

Bank: ABSA BANK (KENYA) LTD, Branch: ABSA Towers.

Bank Address: Loita Street, off Kenyatta Avenue, Nairobi- Kenya.

15.3 For payment by bank transfer please confirm with M&S by email the date on which payment has been made.

15.4 Travellers are liable for all bank and related transaction charges.

16. CANCELLATION:

All cancellations must be received in writing.

16.1 Cancellations received between the date of booking and 61 days prior to departure will result in the loss of the deposit.

16.1.1 Cancellations received 60 - 46 days prior to departure will be subject to a cancellation charge of 25% of the tour price.

16.1.2 Cancellations received 45 - 29 days prior to departure will be subject to a cancellation charge of 50% of the tour price.

16.1.3 Cancellations received 28 - 15 days prior to departure will be subject to a cancellation charge of 75% of the tour price.

16.1.4 Cancellations received 14 days or less prior to departure will be subject to a forfeiture of the entire tour price.

16.2 Cancellation of airline tickets will be subject to the refund policy of each individual airline and may be greater than the percentages above particularly when low cost/net based fares are used.

16.3 The purchase of special event tickets is subject to the refund policy

of each individual event. Please refer to the specific event policy for details.

16.5 M&S reserve the right to charge for financial penalties, fees and losses incurred as a result of cancellation.

17. CLAIMS AND REFUNDS:

Refunds are not made for any missed services, except for verifiable extenuating circumstances. Please see our LIMITS ON M&S'S RESPONSIBILITY clause below. For verifiable claims to be considered, they must be received in writing within 30 days of the termination of the program. Any adjustment considered will be based on the actual price of the services involved and not on a per diem basis. Adjustments will not be made for unused sightseeing trips or meals. M&S will not accept any liability for any claims that are not received within 30 days of the termination of your program. All claims for days missed while travelling should be made in writing within 30 days of the program.

18. LIMITS ON M&S'S RESPONSIBILITY:

Mara And Serengeti Expeditions Ltd, its employees, shareholders, officers, directors, successors, agents and assigns (collectively M&S), does not own or operate any entity which is to or does provide goods or services for your trip with the exception of a limited number of vehicles. It purchases transportation (by aircraft, coach, train, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services



TRAVEL YOUR SOUL

from various independent suppliers from time to time. All such persons and entities are independent contractors. As a result, M&S is not liable for any negligent or willful act of any such person or entity or of any third person.

In addition and without limitation, M&S is not responsible for any injury, financial or physical loss, death, inconvenience, delay or damage to personal property in connection to the provision of any goods or services whether resulting from but not limited to acts of God or **force majeure**, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transport mechanism to arrive or depart on time.

There are many inherent risks in adventure travel of the type involved here, which can lead to illness, injury or even death. These risks are increased by the fact that these trips take place in remote locations, far from medical facilities. Passenger assumes all such risks associated with participating in this trip.

18.1 In the event of a cancellation or material alteration to the trip as a result of the circumstances as described in this clause M&S may in their sole and absolute discretion:

a) offer the traveller(s) alternative travel arrangements or products of comparable standard as may be appropriate in the circumstances; or

b) if alternative travel arrangements or products are not offered by M&S will make a prompt proportional refund of monies paid by the traveller.

18.2 M&S may charge a reasonable fee to cover the administration costs associated with providing alternative travel arrangements or products.

18.3 If a material alteration becomes necessary within 90 days of the departure date for any reason other than the circumstances described in this clause, M&S will endeavor to offer comparable products or a full refund of all monies paid by the traveller(s).

19. HEALTH PRECAUTIONS:

Please ensure that you consult your personal physician about anti malaria precautions and other inoculations and vaccinations before travel. Where applicable, please ensure that whilst travelling you carry a **valid Yellow Fever certificate**.

20. TRAVEL

ADVISORIES/WARNINGS:

It is the responsibility of travellers to become informed about the most current travel advisories and warnings by referring to their respective government agencies. In the event of an active State Department or government agency

Travel Warning against travel to specific destination location(s) of the trip, should the traveller still choose to travel, notwithstanding any travel advisory or warning, the traveller assumes all risk of personal injury, death or property damage that may arise out of the events like those advised or warned against.

21. TRAVELLERS'

REPRESENTATIONS:

Traveller(s) represent(s) that neither he nor anyone traveling with him has any physical condition or disability that could create a hazard to himself or other members of the tour. M&S reserves the right to remove from the trip, at the sole expense of the traveller, anyone whose condition is such that he or she could create a hazard to himself or others, or otherwise impact the enjoyment of other passengers on the trip.

22. AIR TRANSPORTATION:

Airlines concerned are not to be held responsible for any act, omission or event occurring while passengers are not on board their aircraft. International air carriers are also subject to international air conventions limiting their liability. These limitations of liability are explained on the e-ticket or on the reverse of the airline ticket and when issued, this constitutes the sole contract between the respective air carrier(s) and their passengers.

23. PASSPORT & VISAS

Please note that passport holders are responsible for obtaining the required documentation applicable



TRAVEL YOUR SOUL

for entry. Please note also that passports must be valid for six (6) months before departure and should also have sufficient blank pages for visas and immigrations stamps. M&S cannot be held responsible should you be denied entry to a country due to non-compliance with these requirements.

24. TRAVEL INSURANCE:

It is compulsory that all clients take out comprehensive travel insurance prior to date of travel for them to take part in our tour. This insurance should cover:

- Cancellation and curtailment
 - Personal accident cover including accidental death
 - Emergency medical assistance including rescue expenses
 - Emergency transportation or repatriation expenses
 - Legal assistance
 - Assistance with recovery or replacement of lost documents
 - Emergency travel and accommodation arrangement
- The suggested minimum cover for the above is US\$60 000.

M&S will not be liable for any expense incurred in respect of any of the above eventualities. The client promises that he/she is in a sufficiently good physical and mental condition to take part in the tour and activities associated with the tour, having regard to the client's general state of health, fitness and medical requirements. The client warrants, agrees and accepts that in

the event of any accident, illness, harm or injury arising from participating in the tour and any activity associated therewith: the client consents to receiving any medical treatment which may be deemed advisable by M&S. In particular, but without imposing any obligation upon M&S, the client hereby authorises M&S or any authorised representative of M&S to give permission, on the client's behalf, should a situation arise whereby any emergency operation or medical treatment is required by him/her/them and to incur, on his/her/their behalf, all expenses arising therefrom, which the client undertakes to repay on demand; M&S shall endeavour to procure the provision of the immediate treatment of the client and the evacuation/transfer of the client to the nearest available medical care centre/doctor, which medical care centre/doctor may be remote, and the client acknowledges that whilst awaiting and during evacuation, medical assistance may be limited or non-existent.

25. ARBITRATION AGREEMENT:

Any claim arising out of or relating to these Terms and Conditions, to the Limits on M&S's Responsibility clause, to the brochure, to any information relating in any way to the trip, to the trip itself or to any products or services related to the trip, shall be settled in the first instance by binding arbitration in the applicable legal forum as detailed in clause 26 of these Terms and Conditions. In lieu of a personal appearance at arbitration the arbitration may be conducted by telephonic means. Arbitration is the

exclusive forum in the first instance for dispute resolution and except as otherwise provided by statute, each party shall bear its own costs and expenses and an equal share of the arbitrator and administrative fees.

26. LEAVING THE TOUR :

Should a client decide to curtail a tour for any reason whatsoever, no refund will become payable and the client shall be solely responsible for arranging and paying for all travel and other costs associated therewith, the client acknowledging that M&S would in all likelihood be obliged to continue with the tour for the benefit of its other clients participating in the tour.

27. APPLICABLE LAW AND FORUM:

This agreement shall be construed, interpreted and enforced in accordance with, and shall be governed by the laws of Kenya. It is agreed between M&S and the travellers that all lawsuits against M&S arising under, in connection with, or incidental to the tour shall be filed, if at all, in the courts of Kenya to the exclusion of the courts of or in any other country or jurisdiction.

28. TIPPING GUIDELINES

Although not mandatory, tipping is an admirable way to share your satisfaction with your guide and varied staff service you will receive in the region. Your tips not only help boost the confidence of those in the service industry, but also allow you to give back to the communities on an individual basis. As with most



TRAVEL YOUR SOUL

tipping, there are no specific rules in Africa, but these guidelines may help you determine the appropriate amounts in certain situations. For ease of tipping, you should carry a quantity of one dollar bills with you for the smaller tips or its equivalent in local currency.

- For **Kenyan safari and Driver guides/ couriers** and guides based in lodges and camps, you may tip US **\$10** to US **\$20** per person per day, and tip half that amount for half-day activities. This even though not mandatory, if it is done and done well, it is very much appreciated and recommended. It should be given based on merit individually on a one on one basis between the client and crew at the end of the trip. Let our crew work for their tips
- When a **Tour Leader/Program Manager** is involved together with a Driver guide, it's recommended that a tip of between **\$50 and \$100** per guest should be given at the end of the tour. This should be shared between the driver guide and the Tour Leader/Program Manager on a 50%:50% basis at the end of the trip. If a Kenyan guide/tour leader/ courier is being tipped outside Kenya, we would kindly appeal for tipping in either Kenya Shilling, US \$, Euro or Sterling Pound currencies. This is in order to safeguard the guides/leaders/couriers

from cross border currency exchange rate fluctuation if tipped in the respective local currencies for the countries visited.

- Generally, the camps & lodges have community tip jars for their staff, such as porters, food servers, cleaning staff, and service staff, and the tips are shared equally. In these settings, you may tip US \$3 to US \$5 per person per day or its equivalent in local currency.
- Tips for Transfers & excursions In major cities may be US \$3 to US \$5 per transfer dependent on the distance and time taken, and tips for staff in city hotels and beach resorts, including housekeeping , may be US \$1 to US \$2 (or its equivalent in local currency) per person per day.
- Hotel & Airport porters may be tipped US \$1 to US \$2 each time you use them, and in restaurants, the rate of tipping is typically 10% of the total bill.

29. GENERAL

No addition to or variation, consensual cancellation, or novation [the substitution of a new contract in place of an old one] of this agreement and no waiver of any right arising from this agreement, shall be of any force or effect unless reduced to writing and signed by an authorised representative of M&S by means of a handwritten signature. No provision in this agreement shall be interpreted to the disadvantage

of any party, by reason of such party having or being deemed to have structured, drafted or introduced such provision/(s) or by reason of the extent to which any party or its professional advisors participated in the preparation of this agreement, and accordingly the rule of interpretation against the draftsman shall not be applied in the interpretation of this agreement. All the terms and conditions contained in this agreement, notwithstanding the manner in which they are grouped together or grammatically linked, are separated and severable from each other, if any term or condition is held to be unenforceable by any law or competent authority, such provision shall be severable from this agreement and shall not affect the remaining clauses, which shall remain of full force and effect. If any such term or condition is or becomes severable from any other term(s) or condition(s), then such severance shall not affect the validity of any other term or condition contained in this agreement. All the information contained in any brochure, catalogue or any website (or which accompanies, or forms part of any offer made by M&S, is subject to alteration at any time without prior notice and M&S will not be bound to comply exactly therewith. M&S shall not be liable for any inaccuracies in any brochures or other information supplied by it and shall not be liable for any accidents or happenings arising out of such faulty information.