

## ***EAST AFRICA SAFARI VENTURES LTD***

### **Booking Terms & Conditions – 2012**

---

#### **BOOKING TERMS & CONDITIONS**

**1. Definitions** - In this document, East Africa Safari Ventures Limited will be referred to as 'EASV' or 'The Company'. A 'Client' is any person or group of people who books a Safari with EASV, through an Agent. A 'Safari' is any holiday or other travel service, or part thereof, booked with EASV by an Agent. A '3<sup>rd</sup> Party Supplier' is any hotel or other accommodation, airline, air charter, ground transportation, boat purveyor and other independent contractor service booked by EASV to provide a service for a Safari.

**2. Binding Agreement and further Agent responsibility** - All Safaris are subject to the Terms & Conditions in this document and, by booking a safari with EASV, the Client acknowledges and accepts all of the Terms & Conditions as a Binding Agreement between the Client and EASV.

**3. Booking a Safari** - Enquiries are made by contacting EASV, where after an itinerary and quotation will be issued and should be confirmed in writing by the Client. At the point that this confirmation is received by EASV the Safari is deemed to be booked, EASV will issue an invoice to the Client, a deposit becomes immediately due from the Client and all Booking Terms and Conditions outlined in this document come into effect, including cancellation fee policy, regardless of whether deposits or full payments have been paid by the Client at the due times.

**4. Payments schedule & charges** - A deposit to the value of 30% of the total safari cost is required at the time of booking a Safari to secure services for the Safari. Full payment of the safari cost is due 60 days before the start of the Safari. All bank charges pertaining to telegraphic (wire) transfers should be paid by the Client.

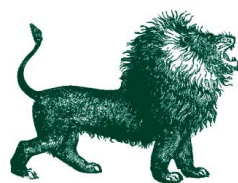
**5. Cancellation and cancellation fees** - Postponements or cancellation of a Safari must be made in writing to EASV by the Client and will only be effective upon written acknowledged receipt by EASV. Cancellation fees are dependent upon the time before the start of the Safari, as follows:

- more than 120 days prior to the start of the safari, US\$ 500 per person handling fee & all non-refundable deposits made to 3<sup>rd</sup> party suppliers are charged as cancellation fees  
*Note: EASV commits to make its best endeavours to recoup 'non-refundable' deposits paid out for a Safari*
- 120 - 61 days prior to the start of the safari - 30% of full safari cost is payable
- 31 - 60 days before the start of the safari - 50% of full safari cost is payable
- 30 days or fewer prior to the start of the safari – full safari cost is payable

EASV does not give refunds or compensation for loss of length of travel time, substitution of facilities or any amendment to the safari itinerary after departure due to circumstances arising beyond the control of The Company.

**6. Cancellation in special circumstances** - In special instances such as bereavement, accident or critical medical situations involving the Client or their immediate family, EASV commits to make its best endeavours to return all monies received to the Client or postpone the Safari to a later date without any penalty. The Client acknowledges that this may be entirely dependent upon the discretion of 3<sup>rd</sup> Party Suppliers, over whom EASV has no control.

In the case where Complete Travel Ban from the Client's country of origin is issued after the time of confirming the Safari, where the ban clearly warns "against all except for absolutely essential travel to Kenya / Tanzania / Uganda / Rwanda (whichever country is being travelled to by the Client)", EASV commits to make its best endeavours to negotiate fair cancellation or postponements terms with 3<sup>rd</sup> Party Suppliers on behalf of the Client.



*East Africa Safari Ventures*

**7. 3<sup>rd</sup> Party Suppliers** – 3<sup>rd</sup> Party Suppliers are individuals or companies, which are independent entities with their own management, and are hence not subject to the control of EASV. EASV cannot be liable for and cancellation, delay, events beyond the control of The Company or the 3<sup>rd</sup> Party Supplier, personal injury, property loss or damage, which may arise from these services.

**8. Liability** - EASV draws the Client's attention to the fact that there are certain inherent risks involved in participating in a safari holiday, and by booking a Safari with EASV, the Client accepts them as their own risk. Although every possible care is taken to safeguard the Client and the Client's property, EASV, its' employees and its' agents accept no liability to the Client for any accidents, injuries or illness incurred from any Safari booked by EASV, or for any loss or damage to clients' property during such a Safari, subject to any wanton misconduct and gross negligence by The Company.

**9. Force Majeure** - 'Force Majeure' means, in relation to EASV, any circumstances beyond the reasonable control of The Company (including, but without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance, requisition, Government intervention, weather conditions or other untoward occurrence). Should EASV be affected by Force Majeure it shall immediately notify the Client of the nature and the extent thereof. EASV shall not be deemed to be in breach of these terms and conditions or otherwise be liable to the Client, by reason of delay in performance, or non-performance, of its obligation herein to the extent that any such delay or non-performance is due to any Force Majeure.

Once EASV has investigated the prevailing situation, it shall remain in EASV's sole and absolute discretion whether to proceed with a Safari. In an instance where the Client wishes to cancel the Safari but EASV, after having made all reasonable proper enquiries, is of the opinion that the Safari may proceed safely, the full policy regarding cancellation fees (clause 5) shall apply.

**10. Changes to Itinerary, Quotation and Booking Terms & Conditions** - EASV reserves the right to substitute any service and to alter the Safari itinerary should the Company consider this necessary or advisable. Should exceptional circumstances arise, EASV reserves the right to alter its quotation, particularly relating to currency fluctuations and fuel costs. Should 3<sup>rd</sup> Party Suppliers adjust their own terms and conditions with EASV, The Company reserves the right to amend these Booking Terms & Conditions accordingly and will inform the Client of the same – all booked Safaris are automatically subject to the amended Booking Terms & Conditions.

**11. Baggage** - Temporary or permanent loss of baggage is the responsibility of the Client or the carrier involved. It is not the responsibility of EASV and any expense involved in such a loss is entirely the responsibility of the Client or carrier, even in situations where this is a 3<sup>rd</sup> Party Service booked by EASV. It is the Client's responsibility to be aware of luggage weight limits and overweight luggage and associated costs will be at the Client's expense.

**12. Insurance** - Whilst on safari Clients are not covered by any insurance unless specifically indicated in the itinerary & quotation document. It is a condition of booking a Safari with EASV that the sole responsibility lies with the Client to ensure the Client and their property are fully insured for the duration of the Safari and also for travel in light aircraft, helicopters, balloons and other activities if applicable. It is compulsory for the Client to have full medical, emergency evacuation and repatriation cover for the period of the Safari. Similarly EASV strongly advises all Clients to arrange adequate insurance to cover the unforeseen event of any postponement or cancellation of a Safari.

**13. Client documents** - It is the responsibility of the Client to ensure that all passports, visas, travel permits, health certificates, inoculations and other documentation required for the Safari are obtained and are in order.

**14. Governing Law** -This agreement shall be governed by and construed in all respects in accordance with the Laws of Kenya, and each party shall hereby submit to the non-exclusive jurisdiction of Kenyan Courts.



*East Africa Safari Ventures*