



## TERMS & CONDITIONS

Please read prior to making a confirmed booking. Thank you  
(Wild Kenya Safaris herein after referred to as WKS and or the Company/ Office)

### GENERAL:

The conditions set out below apply to each and every WKS tour/safari offered. The transport, meals, entrance fees, accommodation or other facilities or services which are to be supplied in respect of any tour/safari are those specifically stated on the website, in the tour brochure, office promo or tour/safari itinerary.

### DEPOSIT:

In order to confirm a reservation, WKS requires a 20% deposit after making a reservation and the balance is payable no later than 35 days prior to the departure of the safari/tour. In the event of a booking less than 35 days prior to the start of the tour/safari, payment in full is to be made upon booking the safari or tour. The Payments are to be paid by telegraphic transfer to our bank accounts, gross and free of all the bank, exchange charges.

### CANCELLATION:

If the reservation is canceled, cancellation fees will be due and payable according as below:

More than 90 days prior to start of tour/safari full refund, (unless otherwise cancellation policies from the lodges/camps airlines or other 3rd party suppliers do not refund the same in full), less 5% administration fees. If 89 to 50 days prior to start of tour/safari 60% refund of total tour/safari price (unless otherwise cancellation policies from the lodges/camps airlines or other 3rd party suppliers do not refund the same in full). If 49 to 31 days prior to start of tour/safari 40% refund of total tour/safari price (unless otherwise cancellation policies from the lodges/camps airlines or other 3rd party suppliers do not refund the same in full). Less than 30 days prior to start of tour/safari no refund.

### TRAVEL ARRANGEMENTS

All travel arrangements, such as flight bookings, reservations of hotel accommodation, reservation of motor transport, etc. made by WKS are subject to the booking conditions and cancellation provisions of the supplier of the services, transport and accommodation, etc.

WKS reserves the right to amend our rates in the event of changes in direct costs to us.

Please advise us well in advance, should you have any special dietary requirements.

It is of utmost importance that you thoroughly check your visa requirements before your intended date of travel, as WKS cannot be held responsible should the necessary visa requirements not be fulfilled. The client acknowledges that it is his/her responsibility to ensure that he/she is in possession of the necessary

valid travel documents, passport, visas, vaccination certificates, etc. The client acknowledges that WKS will not be held liable to a refund of the tour fare or any compensation, should the client be refused entry into a country for any reason.

#### ANIMALS & MARINELIFE

Please be aware that tours/safaris may take you into close contact with animals and marinelife. Attacks by wildlife/marinelifelife are rare, but no tour/safari can guarantee that this will not occur. Neither WKS, its suppliers, employees, representatives, agents can be held responsible for any injury, death or incident on the tour/safari. Please note that some safari lodges/camps are not fenced.

#### ALTERATION OF ROUTES AND SUBSTITUTION OF ACCOMODATION:

On safaris and tours, weather, local politics, transport or a multitude of other factors beyond our control can result in a change of itinerary. It is, however, very unlikely that the itinerary would be substantially altered. If alterations are necessary the tour leader, driver, office, agent, supplier, third party supplier or representative will decide what is the best alternative, taking into consideration the best interests of the clients. Where a change does occur, WKS will do everything we can to minimize the effect, but we cannot be responsible for the results of changes or delays. WKS takes every care to ensure that itineraries are followed through to the letter but unforeseen circumstances may necessitate changes. WKS accepts no liability due to the alteration of routes or substitution of properties. Where properties are substituted, WKS will try to substitute for equal value and standard.

#### CHANGE OF BOOKING:

After the booking has been confirmed, should you wish to change to an earlier departure date or postpone your departure, you may do so subject to availability.

#### INSURANCE:

Insurance is recommended to cover baggage, WKS cannot be held responsible for loss or damage of any belongings.

Cancellation and medical insurance is also recommended as WKS cannot be held responsible. Comprehensive travel and medical insurance must be acquired by guests booking with WKS. The client acknowledges that it is his/her responsibility to take insurance. The client undertakes to take comprehensive travel insurance to cover his/her personal and any other requirements. This insurance should include cover in the respect of, but not limited to, the following eventualities: cancellation and curtailment of the safari and services booked, emergency evacuation expenses, medical expenses, repatriation expenses, injury, death, damage/theft/loss of personal baggage, money, personal property and goods. WKS including their owners, representatives, employees, suppliers and agents will take no responsibility whatsoever for any costs, losses incurred or suffered by the guests, or guest's dependents or traveling companions, with regards to, but not limited to, any of the above mentioned eventualities. Guests will be charged directly by the relevant service providers for any emergency services they may require. Please note that credit card travel insurance is inadequate for a safari.

#### LIABILITY:

WKS shall not be liable for any damages, losses, delays, changes to itinerary and expenses suffered by any client as a result of sickness, quarantine, weather conditions, war, strikes, riots or any other cause outside the operators control. WKS shall in no circumstances be deemed to be the agent of the passenger

or of the supplier of any service. WKS will not be held responsible for delays, changes to itineraries or any deviation of any kind due to any electrical, mechanical breakdowns or alike via any mode of conveyance or transport. The client is aware that the itineraries are flexible, subject to change and will depend on local conditions. WKS will not accept any claims of any nature including consequential damages as a result of any accommodation or other facilities, made or becoming unavailable on tour. WKS accepts no liability in respect of death, injury, loss or damage to person or any property arising out of any act, omission or negligence of the operator, the supplier, owners, the operator's or supplier's servants. The client shall be deemed to have waived, renounced and abandoned any and all right or entitlement which the client may be entitled to under the provisions of the law of the Republic of Kenya for any loss or damage to person or property. WKS shall not be liable for any loss or expense arising from the loss of property, cancellation, delay or curtailment of the tour/safari however caused. If sickness or accident interrupts a tour, WKS shall not be liable for any cost or expense arising there from. WKS shall not be liable for any refund, either total or partial, of passage money paid. WKS recommends passengers to take out necessary insurance's to protect the passengers against such eventuality.

All baggage and personal effects are at all times the clients risk and the Company cannot accept liability for any loss of baggage or personal effects.

#### PASSENGER RESPONSIBILITY:

Passengers may not carry any unlawful articles or substances whilst traveling. If any passenger offends against the prohibitions set out herein, the operator will be entitled to make a report to the relevant authorities and immediately exclude from the tour the offender who will be responsible for his or her own repatriation and all costs thereof. The operator will under no circumstances assist any such offender in any dealings or negotiations with any authority. Jurisdiction in all matters where it is or may be necessary to have recourse to the Court, the Courts of the Republic of Kenya shall have sole jurisdiction to the exclusion of the Courts of any other country and the prevailing law of the Republic of Kenya shall prevail.

#### INDEMNITY:

The company reserves the right to employ subcontractors for all or part of the services. Neither WKS nor any owners, persons, employees, suppliers or agents acting for, through or on behalf of the Company shall be liable for any loss or damage whatsoever arising from any cause whatsoever and without restricting the generality of the foregoing shall particularly not be responsible for loss or damage arising from any errors or omissions contained in its website, literature or information sources, loss or damage caused by delays, accident, sickness, theft, injury or death. In addition WKS shall have the right at any time at its discretion to cancel any tour/safari and or services or the remainder thereof or make alterations in route, accommodation, price or other details and, in the event of any safari and services being rendered impossible, illegal or inadvisable by weather, strike, war, government or interference or any other cause whatsoever, the extra expenses incurred as a result thereof shall be the responsibility of the client /passenger. The Company may at its discretion and without liability or cost to itself at any time cancel or terminate the guest's booking and in particular without limiting the generality of the foregoing it shall be entitled to do so in the event of the illness or the illegal or incompatible behavior of the guest, who shall in such circumstances not be entitled to any refund. The client undertakes and agrees that he/she will, at all times, comply to a reasonable code of conduct during the safari/tour and will not in any way constitute a nuisance to the other persons, nature or the environment on tour. The client acknowledges that the services arranged by the Company, whether in civilized or remote areas by plane, vehicle, train, boat,

horse back, any other conveyance or by foot, contains inherent risks of injury, illness, death, or loss and damage to property, which may be caused by forces of nature, accidents, wild animals, negligence of others, and other causes known or unknown. The client acknowledges that such risks may be present at any time before, during or after the tour arranged by WKS and that medical services and facilities may not be readily available during the tour. The client expressly assumes any and all risks with respect to the activities and circumstances described and undescribed herein and agrees not to sue or hold responsible WKS, its owners, suppliers, staff, agents, on account of any losses, claims, costs, liabilities or damages.

#### FACTORS OUTSIDE THE COMPANY'S CONTROL:

The client is aware that unforeseen circumstances due to road conditions, weather, mechanical breakdown, accident, border closure, acts of nature, political situations etc are beyond the control of WKS and can delay and change the itinerary and or performance of the tour/safari. The cost of flying back home, alternative accommodation, food, personal expenses and any/all resulting costs are to be borne by the client. The client is aware that insurance is compulsory to participate on all safaris/tours and acknowledges that it is the clients responsibility to take comprehensive medical/travel insurance. WKS will accept no liability whatsoever. WKS is under no obligation to verify insurance that has been taken by the client or that it is active.

#### HEALTH:

The client acknowledges being aware of the proposed itinerary/safari/tour and it is the client's obligation to ensure that he/she and or dependents is medically fit and able to embark upon such a tour.

#### PRICE INCREASE:

WKS believes that the contents of this website are correct at the time of publication, but all prices and services and information contained are subject to change or withdrawal without notice. WKS reserves the right to increase their safari/tour fares due to any increase in airline tariffs, fuel costs, game reserve entry fees, fluctuation of exchange rates, government taxes, changes to tariffs by any 3rd party suppliers, hotels/camps/lodges etc.

#### FORCE MAJEURE CIRCUMSTANCES:

Sightings cannot be guaranteed as wildlife/marinelife in national parks and sanctuaries are wild and free. In case we suffer force majeure circumstances (which are unforeseen, inevitable and uncontrollable), such as strikes, political, natural disasters, closing of frontiers, ports and airports, bad weather, delays in departures and arrivals of the means of transportation, accidents, mechanical breakdowns and all services provided by a third party, as a result of which the obligations under the preset agreement cannot be fulfilled, we shall be exonerated from our obligations without having to pay compensation or damages caused to the other party. We will not accept any claims of any nature including consequential damages as a result of any accommodation or other facilities, made or becoming unavailable on tour. We accept no liability in respect of death, injury, loss or damage to person or any property arising out of any act, omission or negligence of the operator, the supplier, owners, the operator's or supplier's servants. The client shall be deemed to have completely waived, renounced and abandoned any and all rights or entitlement which the client may be entitled to under the provisions of the law worldwide for any death, injury, loss or damage to person or property.

#### USAGE OF THIS WEBSITE:

While care has been taken to ensure that the content of this website is as accurate as possible, neither the developers, WKS nor the owner of this site can assume responsibility for errors or otherwise. The use of this site and its content is entirely at your own risk.

#### CONSENT

By making your booking you hereby consent and agree to all the terms and conditions. The payment of the deposit or any other partial, full payment for a reservation of a tour/safari constitutes consent by all guests covered by that payment to all provisions of the conditions and general information contained in this document whether the guest has signed the reservation form or not. The terms, under which you agree to take these tours/safaris, cannot be changed or amended except in writing signed by an authorized director of the Company.