



## TERMS & CONDITIONS 2022

The following terms and conditions which are subject to change without notice apply to the services offered by and rates issued by Offbeat Safaris Holdings Ltd ('the Company') and are applicable to **Offbeat Mara Camp, Offbeat Ndoto, Sosian Lodge, Ekorian's Mugie Camp, Deloraine House, and Offbeat Riding Safaris**. *For any third-party services booked through the Company, their respective terms and conditions will apply.*

It is a condition of making a reservation with the Company that these terms and conditions are accepted in full and non-adherence to our terms and conditions may lead to withdrawal of contract rates and release of bookings.

**KENYAN LAW:** It is a condition of making a reservation with the Company that the client (individual, company and other legal entity) agrees that these terms and conditions constitute a contract under Kenyan Law and the client agrees irrevocably to the exclusive jurisdiction of the Kenyan Courts and that in the event of any dispute or action of any kind against the Company that dispute or action shall be heard under Kenyan Law in the Kenyan Courts.

## SUPPLEMENTARY CONDITIONS

### • INSURANCE

It is a requirement that all clients (including individuals, companies and other legal entities) take out appropriate comprehensive **travel and medical insurance** prior to departure of clients from their country of origin, to cover themselves, as well as any dependants/travelling companions. This insurance should be arranged when the initial deposit is paid, and details of the same provided. We also **strongly** recommend that clients acquire additional **Covid related cover** (including and over and above normal travel insurance risks) which is now available for the following:

- Cancellation of their travel plans if a client develops COVID shortly in advance of travel or has to self-isolate and cannot travel.
- Curtailment of their travel plans if a client develops COVID during their trip or has to quarantine.
- Costs of medical treatments and additional accommodation costs if a client develops COVID during their trip or has to quarantine.

A visit to Africa (and particularly a safari) entails an element of risk and neither the Company nor its officers and employees shall be liable in any way for any loss or damages expense or cost arising from any incident involving clients (individuals, companies and other legal entities) that may occur whilst using any of the services provided by the Company or third parties contracted by this company.

In the event of failure of any client (individual, company or other legal entity) to comply with these insurance conditions and requirements or failure to organise appropriate insurance then neither the Company nor its officers or employees nor any third party contracted by this company shall be liable in any way for any financial loss, damages, expenses or costs arising from any incident or last minute cancellation. While every care is taken to ensure the health of our clients, the Company accepts no liability if a client contracts COVID-19, or any other illness, during their travels.

Upon confirmation of a booking the Company will require every client to fill out a **travel history and health declaration form**.

## • WILD ANIMALS

Clients will often come into close contact with wild animals whilst on safari with us. We ask our clients to always consult their safari guide, or camp / lodge manager before undertaking any activity that takes place in areas populated by wild animals and all clients must adhere to the directions provided by their safari guide or camp / lodge manager and at each property in our portfolio. Attacks by wild animals are rare, but no safari into the African wilderness can guarantee that this will not occur. To the extent permitted by law, neither the Company, nor its employees, nor its agents can be held responsible for any injury or incident on the safari.

Clients should be aware that all properties in the Company portfolio will require clients to sign **indemnity forms**. If clients are not willing to sign these forms, then they will not be able to take part in certain activities. This is part of protocol issued by our government.

## • BOOKING TERMS

All provisional bookings are given an automatic expiry date (normally 2 weeks from the date the provisional booking is made). You are required to confirm the booking prior to the expiry date to avoid automatic release of the booking. If you require more time to confirm the booking, the expiry date may be extended on request.

Bookings are confirmed upon receipt of a **20% deposit** of the total reservation cost. The balance is payable in full **45 days prior to arrival** (or if the booking is within 45 days, immediately upon booking). If final payment is not received, then the Company is entitled to release the rooms and any other services with no further liability. In such circumstances, the deposit will not be refunded and any reimbursement of payment received will be dealt with per the cancellation terms below:

**Effective Immediately on New Bookings for 2022 & Beyond:**

## • IN THE EVENT OF CANCELLATION:

More than 120 days before arrival: the 20% deposit is refunded, net of bank charges.

120 - 46 days prior to arrival: the 20% deposit is forfeited.

45 days and 30 days prior to arrival: 50% of the full booking value is forfeited, the balance will be net of bank charges.

Less than 30 days prior to arrival and no shows: 100% of the full booking value is forfeited.

\*No refund will be given for clients who join a safari but leave before its completion.

**Amendments and cancellations are only effective on receipt of written notification.**

**Should an amended booking fall in a different season, new season rates will apply.**

## • THIRD-PARTY PROPERTIES

In the event that the Company books third party properties on behalf of the client, these bookings are accepted on the specific condition that; the Company acts only as the reservations office for the third-party properties, and assumes no liability whatsoever for an injury, damage, loss, accident or delay to person or property. All reservations for these third-party properties and suppliers are also governed by their respective cancellation policies, terms and conditions, copies of which are available at the time of reservation.

## • PAYMENT PROCESS

All prices quoted exclude any financial transaction charges. Please ensure payments are made net of bank charges. All payments must be made in the currency in which the quotation was accepted, or as is reflected in the invoice provided. Where possible, payments should be made through Electronic or Telegraphic Bank transfer (EFT). Kindly ensure the invoice number is quoted on the transfer.

Should payment be made by a credit card, please note the following:

Amounts taken off the credit card will be in US Dollars at the relevant bank's rate of exchange. Depending on the country of issue and the relevant currency your credit card statement is received in, there can be rates of exchange fluctuations between banks, which is out of our control. Our preferred method of payment is via Electronic Funds Transfer (EFT).

The Company reserves the right to review published rates in the event of currency fluctuations or increases in taxes/levies/charges and costs that are beyond our control.

- **CONSENT**

The payment of the deposit (or any other partial payment for a reservation on a safari) constitutes consent by all clients covered by that payment, to all provisions of the conditions and general information contained in our website as well as these Terms and Conditions, whether the client has signed the booking form or not. The terms under which the client agrees to these safaris cannot be changed or amended except in writing signed by an authorised director of the Company.

***Terms & Conditions revised March 2022***

