



BOOKING TERMS AND CONDITIONS

General

Kibo Slopes Safaris Ltd organizes Trekking, Wildlife Safaris and Beach Holidays in Kenya, Tanzania, Rwanda, Ethiopia and Uganda. Clients /Agents should carefully read the company's Terms & Conditions as they set out the respective obligations of the company and clients /agents and form the basis of the contract between the two parties. By confirmations of the booking and the quoted price, the client confirms acceptance of these Terms & Conditions.

Clients must accept that conditions in Africa are not the same as those in developed countries and standards of service, medical facilities, safety and security may be lower than those in their home countries. They should also be fit and present a copy of their travel insurance before they depart on safari.

Quotations /Bookings /Prices

Clients/Agents should ensure the quotation given with details of number of clients, dates, accommodation, transportation, permits, park fees are clear before confirming it by e-mail with a signed and scanned copy of the agreement. If any of the agreed arrangements in the quotation changes, a new agreement needs to be made.

Payment

Services must be fully prepaid otherwise they cannot be guaranteed. A 50% deposit at the time of the booking is required, while the balance must be paid latest on arrival in US\$ cash or Credit card (VISA / MASTER / CHINESE UNION CARD) in mutually agreed and designated office after arrival to our designated Representatives. In case the client is using a Credit card, the company adds a 3.5% handling fee which the banks charge when processing card payments.

Cancellation Policy

All cancellations must be made in writing to us at least a month prior to the date of arrival of the client. We levy the following cancellation charges.

- » 10% applies to bookings cancelled anytime more than 45 days prior to arrival
- » 25% applies to cancellations received within 45 to 30 days before arrival
- » Cancellations received 30 days to 15days before arrival the deposit received will be forfeited.
- » Cancellations received less than 15 days before arrival are treated as NO SHOW and attract 100% of the invoice amount.

Park fees

Park fees are set from time to time by concerned government institutions without notice. In case of any change in park fees, clients will be notified and the difference passed on to the clients.

Safari Terms

Prices may include airport transfers, accommodation, meals, the services of an English speaking driver/guide and an appropriate safari vehicle, portorage of 8kg on mountain & trekking tours, park fees & permits as charged in the mutually agreed quotation.

Prices exclude all items of personal nature such as entry visas, tips, telephone calls, laundry, gifts, airport taxes, and all drinks in hotels & lodges unless otherwise stated.

Kibo Slopes Safaris reserves the right to vary the safari services agreed with the client /agent in the event of unforeseen circumstances beyond our control, such as road closures, bad weather, unforeseen hitches with hotels and security considerations for safety and well-being of our esteemed clients. In such cases alternative arrangements will be made as circumstances permit.

Clients' Obligations

In order that we are able to secure the implementation of your package tour or the provision of the travel services you have ordered, we shall require necessary co-operation from you. This co-operation involves the following obligations in particular:

- a. You should provide true and full details in the package tour contract and other documents needed for package tour implementation, or in documents needed for the provision of individual travel services,
- b. You should meet vaccination and other medical obligations which are required for visiting the relevant countries,
- c. You should arrive at the stated time at the determined place with all the documents necessary for travel and for entrance to the relevant destination and transit countries (i.e. a valid travel document/passport, visa, health insurance document, vaccination document, etc.).

During the period of your stay or when you make use of our travel services, you are required to observe the following:

- a. Observe the laws valid in the destination or transit country, including all carrier and accommodation provider regulations,
- b. Observe the instructions of the tour guide or other persons determined by us, and conform to the determined program,
- c. Act so as not to cause damage to the property of third persons, or cause injury,
- d. Secure accompaniment and supervision by an adult participant for persons younger than fifteen (15) years of age and persons whose health status requires it,
- e. Duly and on time make any claims against us or any supplier in accordance with these General Terms and Conditions.

Insurance

It is a booking condition that prior to starting any tour all clients must have adequate insurance for the duration of their holiday. Such insurance should fully cover death, personal injury, medical expenses, repatriation in event of accident or illness or death, cancellation or curtailment of holiday and loss to or theft of the client's property. Any incident should be reported immediately to the company and to the nearest police station. Proof of such insurance cover must be provided before the safari commences.

The Flying Doctor Service, which covers the entire East African region, provides highly effective emergency response and ambulance services in case of accidents. Such a cover can be arranged by Kibo Slopes Safaris at extra costs with the Flying Doctor Service (AMREF).

Force Majeure

Kibo Slopes Safaris cannot accept responsibility or pay any compensation where the performance or prompt performance of its contractual obligations is prevented or affected by any event which Kibo Slopes Safaris Ltd or the suppliers of services in question could not, with all due care, foresee or avoid. Such events include war or threat of war, riots, civil strife, border closures, unexpected government acts, terrorist activity, industrial disputes, natural disasters, extreme weather conditions, fire, road closures, disease and all other similar events outside the company's control.

Liability

The company will make every reasonable effort to ensure that:

1. All components of the Safari booked with Kibo Slopes Safaris Ltd are supplied to a reasonable standard.
2. Its employees, agents, suppliers and subcontractors exercise due care in carrying out the company's obligations under the contract.

Subject to the clause relating to "Force Majeure" above, the general Terms & Conditions and provided that complaints are duly notified to Kibo Slopes Safaris Ltd in accordance with the procedure outlined above, Kibo Slopes Safaris liability to clients in respect of complaints is limited to an amount equal to the costs paid by the client for the services. For loss and damage to luggage and personal possessions (including money), Kibo Slopes Safaris does not accept any liability on the basis that it is assumed that the client has taken out an adequate insurance cover at the time of booking. By embarking on his /her holiday the clients accept and consents to taking personal responsibility for the risks of death, injury or illness which Kibo Slopes Safaris or its agents, having exercised all due care could not prevent or avoid.

Complaints

Complaints must be reported immediately to the guide or the immediate manager available, who will do his best to resolve any problem. In the event that the problem cannot be resolved satisfactorily, a written report should be submitted to the Safari Manager in Nairobi. Problems not reported while on safari and subsequent complaints made 14 days after completion of the safari, regrettably will not be accepted.

Jurisdiction

The company and its branches are incorporated in the relevant countries and operate under the respective laws. These laws will govern all contracts with clients or agents and matters arising out of such contracts.

Transportation

Every effort is made to ensure that vehicles are provided in a roadworthy condition. In the event of a breakdown, the company will endeavor to provide adequate repairs or a replacement of a vehicle as soon as it is practical. Kibo Slopes Safaris Guides are instructed to follow the company's and the relevant Tour Operators Association's conduct for Guides which clients must not ask Guides to break in any way. In the event the guide does not follow the code of conduct the client is asked to inform Kibo Slopes Safaris Head Office or its branches immediately. Company vehicles must only be driven by Kibo Slopes Safaris authorized staff whose decision on all matters, such as the route taken is final.

Accuracy of Information

The descriptions, information and opinions given by the company in respect to National Parks, animal sightings, accommodation, itineraries, and security are given in good faith, based on the latest information available to Kibo Slopes Safaris. Kibo Slopes Safaris cannot accept any responsibility or liability for any errors or omissions.