



## SAFARI DESIRE

### Terms & Conditions Safari Desire

These terms and conditions govern the relationship between Afro Desire Safaris Limited and you, our client/guest. **Afro Desire Safaris Limited** presumes that you are of sufficient legal age to use the website and create binding legal obligations. These are the sole terms and conditions that will apply and after submitting payment for a **Afro Desire Safaris Limited** safari, or any other service therein you accept to be bound by these terms and conditions.

The term Guest, Client, Traveler represent anyone booking any Travel & Tour Related activity/service with **Afro Desire Safaris Limited**.

A binding contract between you, the client and **Afro Desire Safaris Limited** comes into existence when we receive your booking request and payment for the booking. Afro Desire Safaris Limited is under no obligation to give breakdown costs involved in any tour packages.

By making payments for your safari, you are bound by **Afro Desire Safaris Limited** Terms and Conditions.

#### RESERVATIONS

In order to guarantee your reservation after deciding on what safari package one is interested in, you are kindly requested to make full payment of the total amount. Bookings/reservations shall be confirmed in writing via e mail.

#### **CANCELLATIONS, NO SHOWS & REDUCTION IN NUMBER**

Below are **Afro Desire Safaris Limited** Cancellations, No Shows & Reduction In Numbers Terms & Conditions:

- For cancellations received from Date of Booking to 61 Days prior to Arrival, incur a 20% of the Total Cost cancellation fee

- For cancellations received from 60 days to 31 Days prior to Arrival incur a 50 % of the Total Cost cancellation fee
- For cancellations received from 30 days prior to the booked date of arrival incur a 100% of the Total Cost cancellation fee
- During Peak Season , a non refundable 35 % deposit must be made to confirm booking and balance payable 61 Days prior to arrival
- If you are making a reservation less than 29 days prior to the start of tour 100% payment must be made to accept the reservation
- All credit card payments incur an additional 5% transaction fee.
- The guest is responsible for all Bank Fees associated with payments via Bank Transfer
- Refunds will not be made for unused sightseeing trips, Game Drives or meals etc.
- Afro Desire Safaris Limited reserves the right to cancel a reservation if payment is not received on time, in which case cancellation fees will apply
- Additional cancellation policy for respective accommodation facilities are also applicable

## **Kenya Safari Cost/Kenya Safari Price Rates:What is Included**

All safari package quotes/Kenya Safari price rates by **Afro Desire Safaris Limited** are based on various factors such as exchange rates, airfares, land costs just to mention a few. Safari price quotes are subject to change especially in cases affected by government action or other factors beyond our control and in that case the client will be duly informed.

**Afro Desire Safaris Limited** quotes/prices include all expenses in connection with the itinerary as follows;

- All lodges and hotel accommodation with full meals as per the itinerary unless otherwise stated
- Hotel arrangements are on a full board basis while on Safari unless otherwise stated

- Entrance fees to all places of interest and wildlife parks included in the itinerary unless otherwise stated
- Custom Safari car with an English-speaking driver guide is also included in the rates unless otherwise stated
- Safari Tour Quotes/Price Rates:What is NOT Included

Afro Desire Safaris Limited quotes/price Rates will not include the below listed expenses in connection with the itinerary as follows;

- International flight charges from any client's country of origin.
- Visa charges.
- Airport taxes paid in Kenya or abroad.
- Gratuities (Tips).
- Charges on beverages, laundry, optional excursions and other items of personal nature.
- Any other extras to be specified
- Travel Insurance & Liability & Travel Documents

It is **MANDATORY** and a condition for booking a safari with **Afro Desire Safaris Limited** that it is the guest's sole responsibility to ensure that they have current, valid and comprehensive TRAVEL INSURANCE & MEDICAL INSURANCE to cover themselves and any dependents or companions travelling with them.

The guest undertakes to take comprehensive travel insurance to cover his/her personal 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, damage/theft/loss of personal baggage, money and goods. While every care is taken, **Afro Desire Safaris Limited**, including their representatives, employees and agents will take no responsibility 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.

The Traveler represents that neither he nor she nor anyone traveling with him or her has any physical or other condition or disability that could create a hazard to him or herself or other members of the tour. **Afro Desire Safaris Limited** reserves the right to decline to accept anyone on a safari. Afro Desire Safaris Limited reserves the

right to remove from the safari, at his or her sole expense, 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 safari.

It is the Traveler's **RESPONSIBILITY** to ensure that their passport, visa, health certificates, inoculations, or other documentation required for the trip are obtained, valid and that are all in order. Malaria and Yellow Fever are endemic in some parts of Africa and precautions must be taken. It is recommended you visit your primary physician or local travel clinic to review any medications or recommended inoculations. Be sure to carry your inoculation certificate with you as proof of inoculations. If you are concerned about taking any medications, check with your physician before you book your safari.

### **Factors Outside Afro Desire Safaris Limited Control "Force Majeure"**

The guest is aware that unforeseen circumstances due to road conditions, weather, mechanical breakdown, accident, border closure, political situations, pandemics etc are beyond the control of the Company and can delay and change the performance of the safari. The cost of flying back home, alternative accommodation, food, personal expenses and all resulting costs are to be borne by the client. The client is aware that insurance is advisable to participate on all tours and acknowledges that it is his responsibility to take comprehensive travel insurance. Afro Desire Safaris Limited will accept no liability whatsoever.

**Afro Desire Safaris Limited** acts as a booking agent for hotels, airlines, ground transporters, boat operators, hot air balloon companies and other independent contractors providing accommodations, transportation, and other services that Afro Desire Safaris Limited subcontracts on behalf of its clients.

Each of these companies is an independent company and is not subject to the control of Afro Desire Safaris Limited. Afro Desire Safaris Limited therefore will not be liable for any personal injury, property damage or loss which may occur as a result of using such subcontracted services however, Afro Desire Safaris Limited will always endeavor to contract services of companies which in our discretion, deliver the contracted services in the appropriate quality while adhering to the laws of the land.

**KENYA LAW:** It is a condition of making a reservation with the Afro Desire Safaris Limited and its related services with other companies that the client/guest agrees that these terms and conditions constitute a contract under Kenyan Law and the client/guest agrees irrevocably to the exclusive jurisdiction of the Kenyan Law Courts and that in the event of any dispute or action of any kind against the

companies that dispute or action shall be heard under the Kenyan Law and the Kenyan Courts

### **Change of Safari tour booking.**

After the booking has been confirmed, should you wish to make changes to your booking, you may do so subject to availability by paying additional administration fee of US\$75 per person per booking. Normal cancellation fees apply if you wish to postpone your safari and are subject to availability.

### **Safari Tour/Package Itinerary alterations/changes**

Whilst every effort is made to adhere to confirmed itineraries, Afro Desire Safaris Limited reserves the right to make reasonable changes in the itinerary when deemed advisable for the comfort and safety of guests, which includes but is not limited to: the substitution of hotels, alteration of the itinerary, and reversing the order of the places to be visited. Afro Desire Safaris Limited also reserves the right to employ subcontractors to carry out all or any part of the services agreed upon.

Wildlife Viewing

When it comes to game viewing, please be advised there are no guarantees nor does Afro Desire Safaris Limited guarantee the viewing of 100% of all the animal and bird species found in Kenya.

#### **Consent**

The payment of deposit or any other partial payment for a reservation constitutes consent to all provisions of the Terms and Conditions. The Terms under which you agree to make the reservation cannot be changed or amended unless this is done in writing and signed by an authorized **Afro Desire Safaris Limited** staff.