



TERMS AND CONDITIONS

PRICES

Validity of Prices: Prices are valid for the periods shown but are subject to change without notice in the event of Government action, i.e. increase in hotel tax or VAT or by other circumstances beyond our control. Prices are based on exchange rates prevailing at the time of publication and may alter should any major variation in exchange rates occur.

Prices include: Prices quoted include transport as per itinerary, game drives where appropriate, full board accommodation, picnic lunches where stated, 3 ltr. water/day/person, driver and cook, security, and professional guide.

Prices exclude: international flights to place of departure, visa fees, airport taxes, **park and museums entry fees**, optional excursions, personal insurances (medical, theft, evacuation, annulations and others), drinks, tips in restaurants, phone calls, laundry and any other items of a personal nature.

Children: Children under 12 years of age sharing with parents generally pay 50 %.
A specific accommodation cannot be guaranteed even if extra money has been paid.

RESERVATIONS AND PAYMENTS

A **deposit of 50%** is required within **5 days** of the booking of which **10% are not-refundable**.

The **balance** must be paid **not less than 30 days** prior to the commencement of the tour. In cases where the bookings are made less than 30 days before the commencement of the tour, **full payment** must be made.

The company reserves the right to cancel the booking if payment is not received in accordance with these terms.

CANCELLATION AND REFUNDS

In the event of cancellation, the company shall be entitled to charge cancellation fees.

Cancellation received **before 30 days** of commencement of tour: **10 % of the deposit** paid.

Cancellation received **between 30 days and 10 days** prior to commencement of tour: **25% of total costs**.

Cancellation received **between 9 days and 2 days (48 hours)** prior to commencement of tour: **75 % of total costs**.

Cancellation received **within 2 days or after commencement** of tour: **100% of costs**.

ALTERATION OF TOURS

Sequence and accommodation of itineraries are normally adhered to but we reserve the right to make **alterations** enforced by **weather, road works, civil disturbances** or any other causes.

LIABILITY

Liability & Travel Insurance

We cover legal liabilities for passenger injuries in our own vehicles. However, because tours visit remote areas with limited medical facilities, you must buy your own travel insurance to cover emergency evacuations and medical costs from Nairobi in Kenya.

1.

Agent Status

Unless you are traveling in a vehicle we directly own, we act solely as an agent between you and third-party providers (hotels, transport, tours).

Scope of Services

We are only responsible for services explicitly included in our agreement. We cannot be held liable for personal arrangements or missed departures due to late arrivals.

Legal Jurisdiction

Claims involving our vehicles or services are governed exclusively by the laws and courts of the country where the service is provided.

Sub-Contractors

We reserve the right to use sub-contractors for any part of your tour. These liability terms apply equally to services fulfilled by sub-contractors.

Baggage

While we handle your luggage (personal property) with care, we are not responsible for any loss or damage. Separate baggage insurance is strongly recommended.

Evacuation

The evacuation from the field in case of an accident or injuries is covered by the compulsory Flying Doctors' Insurance organised by Tekwa and paid by the client

2.

Reservation

Tekwa reserves the right to offload any client at any time if he/she does not comply to the tour program, KWS (Kenya Wild Services) rules and regulations within the National Parks, irresponsible behaviour and any other behaviour that might endanger yourself and others

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I agree to the above Terms and Conditions

NAME.....

DATE.....SIGNATURE.....