



## Terms and Conditions

The following Terms & Conditions apply to all bookings with Savage Wilderness Safaris. Please take the time to read these carefully, as they are written to protect your interests. You are bound by these Terms and Conditions, herein set out, upon issue of payment confirmation of deposit, whether by email or post.

### 1. **Our contract**

By booking a trip with us you are deemed to have agreed to these Booking Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking confirmation invoice. Optional activities not included in the trip price do not form part of the trip or this contract.

### 2. **Validity**

Dates, itineraries and prices are valid from 01 January 2015 until 31 December 2015. Beyond 31 December 2015 dates, itineraries and prices are indicative only.

### 3. **Deposit requirement**

You are required to pay a non-refundable deposit of 50% for your booking to be confirmed. All payments are to be made to Savage Wilderness Safaris.

### 4. **Acceptance of booking and final payments**

If we accept your booking we will issue a confirmation invoice. A contract will exist between us from the date we issue the confirmation invoice or if you book within 7 days of departure the contract will exist when we accept your deposit. Please refer to your booking confirmation invoice for details regarding final payments. Payment of the balance of the trip price is due 7 days before the departure date. If this balance is not paid on or before the due date we reserve the right to treat your booking as cancelled.

### 5. **Cancellation**

Kindly note that cancellations are subject to the following;

- I. No penalty shall be subject to cancellations made 30 days prior to your trip or event.
- II. 50% of your total amount will be charged if you do not notify us about your cancellation or any changes by 15days before your scheduled arrival
- III. Any Cancellations made in the same week of your activities/trip is subject to 100% of your total amount.

Savage Wilderness, reserves the rights to cancel any trip or event due to conditions out of our control, weather or natural disasters that could put our clients, guides or drivers of Savage Wilderness in danger.

### 6. **Booking amendments**

Kindly note that all booking amendments should be made 7 days before arrival date, thereafter booking details are deemed confirmed and any changes in numbers are subject to our cancellation policies. Should the case be that numbers increase this shall be subject to availability.

### 7. **Age & Health requirements**

**Minimum General Policy:** For the majority of our activities the minimum age is 18 at the date of booking. In case of persons are under the age of 18 they must be accompanied by a legal guardian, or in lieu of a legal guardian, by an escort over the age of 18, appointed by their legal guardian.

### 8. **Small groups & combination trips**

Our activities are guaranteed to take place once they have met the minimum participant numbers. This means at times small parties may be combined to meet these minimum numbers for the activities to take place. If you would like to know whether your group shall be combined with another please ask prior to making your booking.

### 9. **flexibility**

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each trip is representative of the types of activities



contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

**10. change of itinerary**

When a major change is made you may choose between accepting the change, obtaining a refund of money paid or accepting an alternative date to do the activities.

**11. Authority on tour**

Our group trips are run by a group leader. The decision of the group leader is final on all matters likely to affect the safety or well-being of any person participating in the trip. If you fail to comply with a decision made by a group leader, or interfere with the well-being or mobility of the group, the group leader may direct you to leave the trip immediately, with no right of refund. We may also elect not to carry you on any future trips booked. You must at all times comply with the laws, customs, foreign exchange and drug regulations.

**12. Acceptance of risk**

You acknowledge that the nature of the trip is adventurous and participation involves a degree of personal risk. You will be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives. It is your own responsibility to acquaint yourself with all possible relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel.

**13. limitation of liability**

- I. To the fullest extent permitted by law:
  - a. any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a trip, or any breach of the Booking Conditions, is excluded;
  - b. you release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a trip; and
  - c. any condition or warranty which would otherwise be implied by law into these Booking Conditions (Implied Warranty), is excluded.
- II. To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion): (i) the provision of a similar trip to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your booking.
- III. Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

**14. Claims & complaints**

If you have a complaint about your trip please inform your group leader or our local representative at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 7 days of the end of the trip

**15. Severability**

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

**16. Applicable law**

The laws of Kenya, govern these Booking Conditions to the fullest extent allowable. Any disputes in connection with a trip or these Booking Conditions must be initiated in the courts of Kenya.

**17. Updating of terms and conditions**

The Company reserves the right to update and/or alter these terms and conditions at anytime, and it is the Clients responsibility to be familiar with them.