

LOWIS & LEAKEY

• A F R I C A •

## GENERAL SAFARI TERMS AND CONDITIONS

### General

These Terms and Conditions (“T&C’s”) apply to any booking, quotation and agreement between us, Lowis & Leakey Ltd, a Kenyan limited liability company, (“Lowis & Leakey”) and you, and to all services (specifically safari tour and travel services in East and Southern Africa) (“Safari”) provided and or arranged by us to/for you. These T&Cs equally apply to any of our employees, guides, officers, managers, agents and alike and to any supplier or third party engaged by us in relation to the Safari (“Supplier”), therefore any reference to us, we or our is deemed to include such persons.

### Provisional Booking

Once a quotation for a Safari has been provided to you by us the accommodation and any flights included in the itinerary will be held by the service providers for a limited amount of time on a provisional basis.

### Price

What is included and excluded in the price of your Safari varies from itinerary to itinerary. Your quotation and invoice specify the inclusions on your Safari. Any quotation provided is a guideline only and is likely to change prior to confirmation as described below. Rates are subject to revision up to the time of your final payment to us. Any cost increases or additions to the booking will be added to your final invoice.

### Payment and Confirmation

We require a deposit of 30% to confirm the Safari. The deposit must be received by us before any bookings can be confirmed. The deposit amount may exceed 30% depending on the conditions of partner properties or items such as gorilla permits which require full payment for confirmation. The balance is payable 70 days prior to the planned starting date of your safari. If the balance has not been paid by 63 days prior to departure, Lowis & Leakey is entitled to cancel the bookings and services with no further liability and levy the cancellation charges set out under our Cancellation/Postponement terms outlined below.

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PO Box 15180, Hardy 00509, Nairobi, Kenya

**Physical location:** Office 19 Langata Link, Langata South Road, Nairobi

**Office Tel:** +254 (0)706 112 976 | **Lara Cell:** +254 (0)733 239 226

**Email:** [inquiries@lowisandleakey.com](mailto:inquiries@lowisandleakey.com)

**[www.lowisandleakey.com](http://www.lowisandleakey.com)**

All payments are required via a wire transfer to the account (and in the amount and currency) specified by Lowis & Leakey. Credit cards and checks are not accepted.

### **Cancellation/Postponement**

When booking a Safari, you are entering into a financial commitment and understand that costs will be incurred in the event of a cancellation or postponement. Notice of cancellation or postponement must be received in writing by email, fax or letter and receipt of the same must also be confirmed in writing.

The following terms will apply:

- From confirmation up to 120 days prior to the safari start date the 30% deposit is refunded, net of bank/payment transaction/currency exchange charges and an admin fee of 5% of the full booking value as well as any unrecoverable deposits to third parties.
- From 120 days up to 70 days prior to the safari start date the full 30% deposit will be forfeited
- From 70 days up to 30 days prior to the safari start date 50% of the full safari price will be forfeited
- Less than 30 days before the safari start 100% of the full safari price will be forfeited

**\*\*In the event that a 3rd party supplier imposes a higher cancellation penalty amount than those outlined above, this additional amount will be added to the total payable penalty amount at any stage of cancellation. \*\***

Should one or more member(s) of a party cancel it may increase the per person safari price of those still travelling.

A change of trip dates and other substantial changes will be treated as a cancellation of the original booking and cancellation charges will apply. Changes may result in the recalculation of the trip price where, for example, the basis on which the price of the original trip was calculated has changed.

**We strongly recommend that you take out adequate travel insurance to cover you in the event of cancellation/postponement or curtailment of your Booking. Cover that includes a cancel for any reason clause is strongly recommended.**

### **Force Majeure**

Your Booking is, at any time, subject to change by us in the event of a *Force Majeure*. A “Force Majeure” means any event or circumstance beyond our reasonable control, which may affect your Booking or our service delivery, in whole or in part



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(including but not limited to weather and environmental conditions, travel conditions, change of regulations, terrorism, war or threat of war, political disputes, civil strife, airline fuel charges, airline delays, increased levies, tariffs and taxes, fluctuations in relevant currencies, price increases or cancellation by Suppliers, unforeseen technical difficulties or any other cause whatsoever). The extra expenses incurred as a result of such a change shall be for your account.

We reserve the right to substitute campsites, hotels and / or lodges and to alter the itinerary of your Booking should this be considered necessary or advisable, always with your best interests in mind. The extra expenses incurred as a result of such change shall be for your account.

### **Last minute changes and delays**

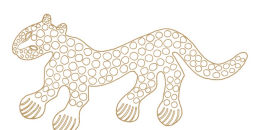
Whilst we will do the utmost to make your travel as comfortable as possible and to closely adhere to the Booking, you are expected to be flexible and open-minded as to any delays or last-minute changes to the Booking. We cannot be held responsible for delays or alterations in the Booking, or for costs incurred related to operational circumstances or events, including but not limited to a Force Majeure.

### **Insurance**

Travelling in Africa contains inherent risks of illness, injury, death, or the loss and damage of property, therefore you hereby warrant and undertake that you and your travelling group are adequately covered by comprehensive travel and medical insurance for the duration of your Booking (including but not limited to travel in light aircraft, helicopters, boats and balloons, if applicable). **Cover that includes a cancel for any reason clause is strongly recommended.** If you are not covered by travel insurance, it is presumed that you are aware of any risk that may occur and accept personal liability for any circumstance that may arise, indemnifying all other parties in doing so.

### **General conduct and instructions**

In East and Southern Africa, specific rules and codes of conduct apply to visitors of (safari) parks, communities and campsites partly to ensure your own safety. Our guides and/or camp managers and/or other persons designated to you could be held responsible for ensuring that you observe these rules and codes of conduct. Therefore, you should strictly follow their instructions at all times. If the relevant rules, codes of conduct or instructions are not observed, we reserve the right to terminate your Booking or a specific part thereof, or expel a person from your Booking or specific part thereof. In these circumstances we shall not be liable to make any refund, and you will have no claim of any nature whatsoever against us. You - at your own cost and arrangement- will have to make your own way home.



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You hereby acknowledge and agree that it your own responsibility to undertake all due precautions to ensure your and your travelling group's safety and security, and you agree to follow any instructions given.

You hereby authorize us to, in case of a medical emergency, take any measure and incur any medical evacuation cost that is reasonably required to secure the health and safety of the persons involved, and you indemnify us for any medical evacuation costs.

### **Liability**

You acknowledge that there are dangers and risks inherent in the travelling to East and Southern Africa and in the (safari) activities you intend to undertake in connection to your Booking. You assume all the risks connected with any aspect of your Booking and you waive any rights which you or your assigns, successors-in-title, dependants or heirs may have against us, and agree that we are not responsible nor can be held liable, in respect of your death, personal injury or other loss or damage which you may sustain connected with or arising out of the Booking, unless it can be proven that your death, personal injury or other loss or damage is a direct result of gross negligence or wilful misconduct of Lowis & Leakey. You indemnify us from and against any and all claims, regardless of the ground thereof, which may be made by any of your travelling group or third party in relation to your Booking (unless resulting directly from wilful misconduct or gross negligence of Lowis & Leakey). In any event, our total liability is limited to the lower of the actual direct damage or loss incurred by you and the total price of the Booking.

You and the persons of your travelling group will be requested to sign a waiver or indemnity upon receiving an invoice and prior to arrival. You will be expected to scan and return a signed version to us by email as part of confirmation of the Booking. Additionally, you and the persons of your travelling group may be requested to sign a further waiver or indemnity upon arrival at some camps and lodges and/or before certain additional risk related activities or the Safari. We cannot be held responsible for any consequences of your reluctance to sign any of such waiver or indemnity.

### **Claims**

In order to be eligible for compensation, any claim must be notified to us as soon as reasonably possible after the occurrence of the relevant event and be submitted by email to us within 15 days and in writing to PO Box 15180, Hardy 00509, Nairobi Kenya, within 30 days after expiry of the Booking with supporting documentation.

### **Visa and health**

It is your own responsibility to be in the possession of all necessary travel documents that may be required in relation to your travel, Booking and the Safari, as well as all health and other certificates that may be required. You are required, prior to your departure, to get specific immunizations when visiting East or Southern Africa -



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which requirements change from time to time - and for which we recommend you seek medical advice.

All information we provide to you in this respect is for general information purposes only. Although we are pleased to assist, it remains your responsibility to check your specific requirements with the relevant authorities and (medical) specialists.

Although we strive to make your trip as enjoyable and safe as possible, it is your own responsibility to make sure you are fit enough to make the intended trip. It is extremely important that you make any medical problems known to us well before departure. Please contact us before you book should you have any specific health questions or concerns. Be aware that you are travelling in remote geographical areas which may have limited standards of hygiene, sanitation facilities, medical treatment and that medical services, including the presence of a physician or any other trained medical professional and availability of prescription type drugs may be limited or altogether absent.

### **Photography**

We reserve the right, and you hereby permit us, to make use of any photograph or film taken by us during your Safari for general publicity purposes without payment or further permission.

### **Drones for Photography**

The use of drones for photography is strictly prohibited by many parks and reserves in East and Southern Africa. Do please check on the regulations of each country you are visiting to ensure that they are permitted by law before using any drones. Even if the law permits their use, you may find that the parks, reserves, conservancies and properties that you will be visiting have a no drone policy.

### **Wildlife trophies and souvenirs**

Being in possession of wildlife trophies while traveling in East and Southern Africa is illegal if not accompanied by a permit issued by the country's local authorities. You may encounter difficulties when crossing international borders even with legally bought items from a different country in Africa. This applies to all wildlife trophies regardless of the origins. A wildlife trophy is any protected animal, game animal, or game bird (alive or dead); and any bone, claw, egg, feather, hair, hoof, skin, tooth, tusk or other durable portion of that animal/bird/fish/ other aquatic life - whether processed, added to or changed by the work of man, or not. Anyone found in possession of such trophies could face fines, imprisonment or both.

### **Baggage**

As it is out of our control, we cannot accept any responsibility for the misplacement or loss of any baggage or articles of your possession whilst on your travels. Naturally, we will endeavour to reunite you with your possessions but please bear in mind that



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logistics may not always be favourable for the return of possessions without incurring costs. If you do require the item/s to be returned to you, please note that any costs incurred in this process will be for your own account

### **Wild Animals**

Please be aware that these safaris may take you into close contact with wild animals. Attacks by wild animals are rare, but no safari into the African wilderness can guarantee that this will not occur. Please note that the camps are all unfenced and animals do amble through the camps, at any time.

### **Professional Guides**

We reserve the right to change or substitute any one of our guides in the event of illness or any other cause. In such a case, we will to the best of our ability source the most compatible guide available to ensure that the safari continues to run smoothly.

### **Prescription medications and Narcotics**

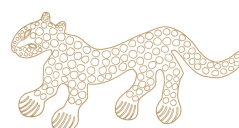
Drug enforcement policies in the East and Southern Africa are strict. Possession of any amounts of narcotics, including substances such as marijuana, LSD, or amphetamines, can lead to arrest. If found guilty, drug offenders are subject to lengthy prison sentences. The definition of 'narcotics' varies from country to country, so learn the laws of the countries you are going to visit, and obey them while you are there. Keep all prescription drugs in their original containers clearly labelled with the doctor's name, pharmacy and contents. In addition, if you take an unusual prescription drug, carry a letter from your doctor explaining your need for the drug and a copy of the prescription.

### **Miscellaneous**

The Booking (including these T&C's) and any agreements in relation thereto are governed by the laws of Kenya. Any dispute arising in connection herewith shall be subject to the exclusive jurisdiction of the competent courts of Nairobi, Kenya.

Your Booking (including these T&C's) sets out the entire agreement and understanding in relation to your Safari and supersedes any and all previous agreements, arrangements or understandings (whether oral or written) between you and us with respect thereto.

You acknowledge that no amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by Lowis & Leakey and yourself. In the event that any provision hereof appears to be void or nonbinding, both of us continue to be bound by the other provisions and will replace the void or nonbinding provision by another provision that is binding, in such manner that the new provision differs as little as possible from the nonbinding provision, taking into account the object and the purpose hereof.



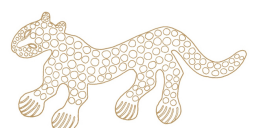
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If you are travelling with (an)other person(s), you hereby warrant that you are duly authorised on behalf of such other person(s) to bind them to your Booking. You and each such other person accept personal liability (jointly and severally) for the entire Booking.

**Updating or modifying the terms outlined above**

*We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time.*

**By booking and paying the Deposit for your Safari, you are deemed to have accepted the liability and insurance clauses outlined above and are also deemed to have understood and accepted ALL of the other conditions set out herein.**



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