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TERMS & CONDITIONS AGREEMENT

Morindat Tours & Travel Ltd

Reservation

A deposit of 30% of the invoice is required at the time of booking and the balance at least 30 days before the tour begins

Cancellation & No Show

Reservations/Bookings that are cancelled, reduced in length of stay or reduced in numbers of participants (hereinafter collectively called **CANCELLATION**) are subject to cancellation and No Show fees.

The scale of charges, expressed as a percentage of the tour prices, is as follows:

More than 8 week notice Deposit refunded less 5% handling fee

- 8 weeks – 7 week notice 15%
- Less than 6week notice 25%
- Less than 5 week notice 50%
- Less than 4 week notice 100%

Should you fail to join a tour or join it after departure or leave prior to its completion, no tour fare refund can be made. (Please note that if the reason for the cancellation falls within the terms of any holiday insurance policy, which you hold, then the insurance company, subject to the terms of your insurance will normally refund any such charges to you).

e) Accommodation Substitution

Should the case arise whereby accommodation is not available at the quoted hotels/Lodges/Tented camps alternative accommodation will be provided at hotels/lodges/tented camps of similar caliber.

f) Refund

Whilst the company uses its best endeavors to ensure that all anticipated accommodation is available as planned, there shall be no claim of any nature whatsoever against the company for a refund either in whole or part, if any accommodation or excursion is unavailable, or the passenger was unable to use this service.

g) Diet

Guests with special dietary requirements are advised to warn us well in advance before your departure.

i) Passport and visas

The onus is upon the client to ensure that passport and visas are valid for the countries listed. The company, its staff and its agents cannot be held liable for any visas etc. not held by the clients.

k) Check-in and check-out times

Rooms are available for check in at 1200 Noon on the scheduled arrival date. Rooms should be vacated by 1000Hrs on the scheduled departure date. Special consideration may be extended on departure time subject to anticipated arrivals.

Morindat Tours & Travel: Kenya |Uganda |Tanzania |Rwanda & Zanzibar.

l) Changes to Schedule

Although every effort is made to adhere to schedules it should be borne in mind that the Company reserves the right, and in fact is obliged, to occasionally change routes and accommodations on safaris as dictated by changing conditions. Such conditions may be brought by force majeure” or statutory directive, seasonal rainfall on bush tracks, airfields and game areas, or game migrations from region to another or reservation problems, etc. However, the company shall make all reasonable efforts in resolving the situation not limited to offering alternative

m) Airline Clause

Flight fares, taxes and schedules are subject to change without prior notification by the airlines. The company will not be held liable for these changes and delays. The airlines cannot be held liable for any act, omission or event during the time the passengers are not on board their plane or conveyance. The passengers’ tickets in use by the airline or by other carriers concerned when issued, shall constitute a sole contract between the airline and the purchaser of these tickets and or passengers. Please note that the company subcontracts the flying services to independent charter operations, and they are responsible for the flying. The same will apply to train services.

n) Guide Substitution

If one of our guides is unable to take a safari due to illness or other reasons, we reserve the right to substitute with another guide.

o) Prices

We will do our outmost to keep the prices as quoted or published. Should fluctuation in statutory taxes, exchange rates, etc. force increases on us; we reserve the right to surcharge without notice, up to maximum of 10% of the tour rate.

p) Participant Incompatibility

The company may, at its discretion and without liability of its cost to itself, at any time cancel or terminate the passengers booking and in particular without limiting the generality of the forgoing, it shall be entitled to do in the event of illness or illegal or incompatible behavior of the passenger, who shall in such circumstances not be entitled to any refund.

q) Publicity Materials

The company reserves the right to use any photograph or film taken during the safari by any appointed representative of The Company, for the use in The Company’s advertising or publicity material, without obtaining further consent from the client prior to the departure of the client’s appointed safari

r) Fitness

The client acknowledges that the safari can sometimes be demanding and it’s his/her responsibility to ensure that he/she is sufficiently fit and able to embark on the tour.

s) Authority of the Safari leader

Clients will accept the authority and decisions of the safari leader appointed by the Company. The final



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decision on the itinerary, accommodation and conduct on the safari will be taken by the safari leader appointed by the Company.

t) Liability

- The company is insured against legal liabilities arising from any injuries which might be received by passengers in its vehicles. The Company's liability to passengers carried in its vehicles is governed by the laws of Kenya and no other Country, and all claims subject to the jurisdiction of the courts of Kenya.
- The Company reserves the right to employ sub-contractors to carry out all or part of the Services agreed to be supplied and in the event of the exercise of such right the terms of clause relating to The Company is subject to the booking conditions and cancellation provisions of the Travel organizer or the airline concerned.
- Neither the Company, nor any person acting for, through or on behalf of The Company shall be liable for any loss or damage whatsoever and without restricting the generality of errors or omission contained in the brochure or other literature, late or non-confirmations or acceptance of bookings, loss or damage caused by delays, sickness or death whether occasioned by the negligence or not.
- In addition, The Company shall have the right at any time at its discretion to cancel any tour or the reminder thereof or make alteration on route, accommodation, price or other details and in the event of any tour being rendered impossible, illegal or inadvisable by the weather, avalanches, strike, war, government or interference or any other cause whatsoever. The extra expense incurred as a result thereof shall be the responsibility of the passenger.
- 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. Neither the company, nor its employees, nor its agents can be held responsible for any injury or incident on the safari.

Governing Law

All terms and conditions of this agreement shall be governed by and construed in accordance to the laws of Kenya, and any litigation necessary to resolve disputes between the parties shall be field in the courts located in Kenya where such a dispute cannot be solved through arbitration.