

TERMS AND CONDITIONS

- ✓ A reservation is made once a booking form, together with a deposit, has been received from you and the booking is confirmed in writing by Aquilasafaris Kenya.
- ✓ Provisional bookings can be held for 14 - 18 days, pending receipt of a completed booking form.
- ✓ You must provide us with details of any dietary requirements, medical conditions or any other special requirements you have when completing the booking form.

Deposits paid are non-refundable.

- ✓ The date the balance is payable will be advised by us when we confirm your booking but is generally 60 days (3 months) before date of departure. Unless notice of cancellation is received prior to the balance payment date, balance monies will remain due and payable. Brochure and website prices are quoted on the invoice.
- ✓ Aquilasafaris Kenya reserves the right to change the itinerary or safari guide due to circumstances beyond its control. Any significant alterations will be advised to you, and any alterations made will be of similar or better quality to those described on the website.
- ✓ During the safari, you must behave in a way that is not disruptive, upsetting or dangerous to you or anyone else and you must follow the reasonable requests of the safari leader. Aquilasafaris Kenya will be able to terminate your participation in the safari if your behaviour is in its reasonable opinion in breach of this obligation and in such circumstances Aquilasafaris Kenya will have no further liability to you.
- ✓ Should Aquilasafaris Kenya need to cancel a safari for any reason, a full refund of the amount paid by you to Aquilasafaris Kenya will be made, however no further liability can be accepted by Aquilasafaris Kenya.
- ✓ Inclusive airport/hotel transfers specified in the safari costs are only included when guests travel on the flight specified by Aquilasafaris Kenya. Guests arriving or departing on different flights will be responsible for their own transfer costs.
- ✓ All names and addresses held on the Aquilasafaris Kenya mailing list are held on computer system. None of this information will ever be passed to a third party. If however, you object to your details being stored, please inform us and we will remove them.
- ✓ In the event of significant currency fluctuations and/or abnormal supply price increases between a safari being advertised and its taking place, Aquilasafaris Kenya reserves the right to alter the overall charge for the Safaris. Aquilasafaris Kenya will not be liable for any cost and/or loss you

incur which is as a result of: your actions or the actions of a third party unconnected with Aquilasafaris Kenya, which Aquilasafaris Kenya could not reasonably foresee or forestall; and any unusual / unforeseeable event beyond Aquilasafaris Kenya's reasonable control.

Insurance Indemnity

- ✓ Please understand that it is a booking condition that you accept the hazards involved in visiting remote areas and engaging in potentially dangerous activities.
- ✓ To take part in one of Aquilasafaris Kenya Photographic & Safaris you must be covered by adequate travel insurance for the duration of the safari and all activities undertaken. The insurance should cover cancellation and curtailment, medical and emergency expense (including repatriation), personal accident, injury and death. In addition you should be insured against loss / damage to baggage, camera equipment, personal possessions and flight delays and cancellations.
- ✓ Aquilasafaris Kenya does not accept liability for death, injury or illness unless this arises from the negligent acts of Aquilasafaris Kenya and its employees are covered by public liability insurance.
- ✓ By signing our booking form you acknowledge that Aquilasafaris Kenya has taken all reasonable to safeguard its liability in this respect.

Registration

- ✓ Registration is complete once Aquilasafaris Kenya Photographic and Safaris has received an initial, non-refundable, deposit of not less than 40% of the package price along with a signed booking form. Please note that all reservations are binding. The balance of the package price is payable 60 days before departure. In the event of a booking being made within one month of departure, the full package fee is payable within five working days.

Cancellation and Refund Policy

- ✓ Cancellations are only effective on receipt of written notification. If cancellation is prior to 60 days before departure your deposit of 40% is forfeited. If your cancellation is made after the due date for full payment of your tour fare, charges will be levied. The scale of charges, expressed as a percentage of the tour prices, is as follows:
 - ✓ More than 60 days notice: Deposit forfeited
 - ✓ Less than 60 days notice: Deposit plus 30% forfeited
 - ✓ Less than 4 weeks notice: 100% of total package price forfeited
- ✓ Should you fail to join a safari or join it after departure or leave it prior to its completion, no safari fare refund can be made. The above policy applies to all services of Aquilasafaris Kenya Photographic & Safaris, however, third party camps or hotels may have different cancellation fee policies, which will apply to their services.
- ✓ Trip Interruption and Cancellation Insurance

- ✓ It is advised that all travelers purchase trip cancellation and interruption insurance as protection against an emergency which may force you to cancel or leave from an expedition while it is in progress.

Medical Information

- ✓ Participation on a Aquilasafaris Kenya Photographic & Safaris expedition requires that you are in generally good health. It is essential that persons with any medical problems and related dietary restrictions make them known to us before departure. We can counsel you on whether the expedition you have selected is appropriate for you. The tour leader has the right to disqualify any participant at any time during the tour if he feels the participant is physically incapable and/or if a participant's continued participation will jeopardize either the individual involved or the safety of the group. There will be no refund given under these circumstances. By signing this document, the participant certifies that he/she does not have any mental, physical or other condition or disability that would create a hazard for him/herself or other guests.

Price Modifications

- ✓ Aquilasafaris Kenya Photographic & Safaris reserves the right to increase the price of the expedition if cost increases arise due to changes in transport costs, changes in taxes, customs or other fees or changes in the exchange rate.
- ✓ Itinerary Changes and Trip Delay
- ✓ Aquilasafaris Kenya Photographic & Safaris reserves the right to change a program's dates, itinerary, or accommodations as conditions warrant. These are expeditions to remote parts of the world and we reserve the right to change the itinerary due to weather conditions, lodge availability, political conditions and other factors beyond our control without consulting the participants.
- ✓ It is understood that such decisions will be made in the best interests of all participants and with regards to the safety of all staff. Participants have no right to any refund or other considerations in the event of these inevitable itinerary changes. If a Safari must be delayed, or the itinerary changed due to bad weather, road conditions, transportation delays, government intervention, sickness or other contingency for which Aquilasafaris Kenya Photographic & Safaris or its agents cannot make provision, the cost of delays or changes is not included.

Itinerary Cancellations

- ✓ Aquilasafaris Kenya Photographic & Safaris reserves the right to cancel an itinerary before departure for any reason whatsoever, including too few participants or logistical problems such as strikes, wars, acts of God, or any other circumstances which may make operation of the expedition inadvisable. All expedition payments received will be promptly refunded, and this refund will be the limit of Aquilasafaris Kenya Photographic & Safaris liability. Aquilasafaris

Kenya Photographic & Safaris is not responsible for any expenses incurred by trip members in preparing for the trip, including non-refundable or penalty-carrying airline tickets, special clothing, visa or passport fees or other trip related expenses.

- ✓ Limitations and Liability Aquilasafaris Kenya Photographic & Safaris, its owners, agents and employees give notice that they act only as the agents for the owners, contractors and suppliers providing means of transportation and/or all other related travel services and assume no responsibility howsoever caused for injury, loss or damage to person or property in connection with any service resulting directly from: acts of God, detention, annoyance, delays, expenses arising from quarantine, strikes, thefts, pilferage, force majeure, failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, terrorism, government restrictions or regulations and discrepancies or changes in transit or hotel services over which it has no control. Reasonable changes in the itinerary may be made where deemed advisable for the comfort and well-being of the passengers.
- ✓ In case of a medical problem arising during the expedition, which results in costs for evacuation, use of aircraft or repatriation, the responsibility for payment of these costs belongs solely to the Aquilasafaris Kenya Photographic & Safaris strongly advises that participants ensure that such eventualities are covered by travel insurance. If not covered by travel insurance the responsibility still remains with the passenger and Aquilasafaris Kenya Photographic & Safaris specifically declines any responsibility whatsoever.

