

REP Kenya Safaris Limited
Terms and Conditions

1. Agreement:

- 1.1 This document contains the terms and conditions in respect of an agreement entered into with REP Kenya Safaris Limited ("REP Kenya Safaris") and _____ ("the client"). No variation, cancellation or modification of these terms and conditions will apply and this document together with the release of liability and assumption of risk form attached ("Release of Liability and Assumption of Risk Form") to these terms and conditions constitutes the whole agreement between the parties. Each client must sign the terms and conditions in addition to the Release of Liability and Assumption of Risk Form attached hereto, personally.
- 1.2 The services which will be provided by REP Kenya Safaris to the client is set out in the itinerary attached ("Itinerary"). REP Kenya Safaris will provide the services set out in the Itinerary between the dates and places specified in the itinerary (as may be subject to change in accordance with these terms and conditions) and REP Kenya Safaris shall have no obligation to render any services which are not included in the Itinerary or any services which might fall outside the dates and times specified in the itinerary (as may be subject to change in accordance with these terms and conditions).

2. Procedure for reservation and confirmation:

- 2.1 No agreement will be regarded as having been entered into between REP Kenya Safaris and the client unless:
- 2.1.1 the terms and conditions contained in this document are accepted by the client by his/her signature;
 - 2.1.2 the client has paid the Deposit in accordance with clause 4.1;
 - 2.1.3 the client delivers to REP Kenya Safaris a fully executed Release of Liability and Assumption of Risk Form;
and
 - 2.1.4 The client delivers to REP Kenya Safaris their insurance policy and insurance policy number.

3. Cancellation and Refunds

Cancellation by the Client

- 3.1 The client may cancel any travel arrangements with REP Kenya Safaris at any time provided that the client provide REP Kenya Safaris with written notice of such cancellation. If such notice is given after the Deposit (as defined at clause 4.1 below) has been paid by the client, then such Deposit is not refundable. Where the Client has made full payment, and wishes to cancel, then the full payment shall be non-refundable.
- 3.2 The client is responsible for any expenses incurred due to early return. REP Kenya Safaris will not issue the client a refund for the client's absence or early departure from a trip (including, without limitation, missed accommodation, transport, transfers, meals, third party activities, or any other travel arrangements). REP Kenya Safaris strongly recommends the client to purchase travel insurance that covers such situations. REP Kenya Safaris does not make any representations or guarantees regarding reimbursement, coverage scope, or any other aspects of any travel insurance policy or claim.

Cancellation by REP Kenya Safaris

- 3.3 To the maximum extent permitted by law, REP Kenya Safaris reserves the right to amend, modify or cancel any trip, Itinerary, activity, accommodation, or arrangement at any time before or during the trip due to an event that is beyond the reasonable control of REP Kenya Safaris. REP Kenya Safaris will endeavour to provide the client with written notice of such amendment, modification, or cancellation as soon as reasonably possible.
- 3.4 If REP Kenya Safaris does not receive full payment by the due date, REP Kenya Safaris has the right to cancel any bookings or reservations in the client's name, and no refund by REP Kenya Safaris or any third party will be made to you of the Deposit.
- 3.5 If REP Kenya Safaris amends, modifies or cancels any trip, Itinerary, activity, accommodation or arrangement before or during the trip due to an event that is beyond the reasonable control of REP Kenya Safaris, including without limitation, an event such as natural catastrophes, war, civil disturbance or any other factor beyond the reasonable control of REP Kenya Safaris (including, for example, cancellation or non-availability of third party services), then REP Kenya Safaris will use reasonable endeavours to provide the Client with a reasonable alternative service (which may be on different dates). To the maximum extent permitted by law, REP Kenya Safaris will not be liable to the client or any other person in such circumstances to provide any refund except as expressly specified in this clause below or for any costs incurred as a result of any such amendment, modification or cancellation, including, without limitation, change costs or extra charges, cancellation costs, rebooking costs on other travel arrangements, including air travel, that may be affected as a result. If a reasonable alternative is available, then the client agrees to pay for any additional costs associated with the

reasonable alternative service (including, without limitation, the cost of accommodation, third party services, travel, food and/or, flights). If a reasonable alternative is not available, REP Kenya Safaris will use reasonable endeavours to seek refunds from payments made to third party service providers whose services were affected by the amendment, modification or cancellation and if and when able to be obtained REP Kenya Safaris will refund such amounts to the client after deduction of any costs of REP Kenya Safari in obtaining such refunds.

4. Payment of Deposit and Balance:

4.1 A non-refundable deposit equal to 30% of the total price is payable by the client to REP Kenya Safaris 6 months before the trip start date if during peak/high seasons (Jan-March and June - December) and no reservation will be confirmed without payment of this deposit("Deposit"). Or 3 months before the trip start date if in low season (April and May).

4.2 The balance of the invoice price is payable as follows:

4.2.1 The balance of 70% is payable 14 days prior to the commencement date as set out in the Itinerary, or in full if reservation is made within six weeks of safari commencement date.

4.2.2 All amounts are payable by electronic transfer into REP Kenya Safaris Limited's bank account as stipulated by REP Kenya Safaris.

5. Travel insurance:

5.1 REP Kenya Safaris strongly advises the Client to take out travel insurance in respect of amendments, modifications or cancellations which may occur for any reason whatsoever including, but not limited to, health or personal reasons, travel warnings, unrest, civil unrest, natural disturbances and international traveling requirements such as visas.

6. Travel documentation:

6.1 REP Kenya Safaris is not an agent for international flights and it is the client's responsibility to arrange his or her international travel arrangements personally and the client accepts responsibility in respect thereof. It is the client's responsibility to ensure that his/her travel documents are in order in addition to any health and other certificates which may be required for travel to Africa and no responsibility will attach to REP Kenya Safaris in respect thereof.

6.2 It is specifically recorded that it is the client's responsibility to apply for and obtain a visa timeously and that no refunds will be made should a visa not be obtained.

7. Increase in prices:

7.1 The client acknowledges that the quotation amount is partially based on charges which may fluctuate and REP Kenya Safaris reserves the right to amend the quotation price at any time in the event of an increase of charges of any nature including, but not limited to, fair increases, airport taxes, fuel costs, national parks fees, tourism and other levies, fluctuation of exchange rates and all other items beyond the control of REP Kenya Safaris and client agrees to pay the amended quotation price.

7.2 All costs occasioned by earlier or late arrivals or any changes which result in an amended itinerary and a resultant increase in costs will be for the client's account and such costs will be paid immediately by the client to REP Kenya Safaris. REP Kenya Safaris will be entitled to withhold all services as set out in the Itinerary to the client until such costs have been paid.

8. Medical insurance:

8.1 The client is responsible for taking out adequate medical and medical evacuation insurance in respect of the trip and REP Kenya Safaris will have no obligation towards the client in respect of any medical assistance, medical costs, hospitalisation, medical evacuation costs or any other costs which may occur as a result of a medical condition of a client, whether the condition exists pre or during the trip.

9. Dietary requirements:

9.1 The client is required to stipulate any special dietary requirements and any other special requirements pertaining to the client's health and wellbeing. REP Kenya Safaris will use its best endeavours to ensure that such dietary requirements and special requests are met, but REP Kenya Safaris can give no guarantee in this regard. It is the clients responsibility to ensure that any special dietary requirements is met with all third party trip suppliers.

10. Intellectual Property and Confidentiality :

10.1 "Intellectual Property Rights" means all intellectual property rights, including copyright, patent and design rights, drawings, documents, photographs, or videography owned by us prior to the commencement of the relevant services or developed, collated, collected, prepared or created by us (or persons acting on behalf of us) in carrying out of the services as set out in the Itinerary, including any photos, videography or sounds taken by REP Kenya Safari (or persons acting on behalf of us) of the client while carrying out any of the services outlined in the Itinerary . All Intellectual Property will remain our property and/or belong to us upon creation (as applicable).

10.2The client will at all times treat as confidential all non-public information and material received from us and shall not publish, release, or disclose the same without our prior written consent. For clarity, confidential information includes our Intellectual Property Rights.

11. General:

11.1 These terms and conditions are to be read in conjunction with the provisions of the Consumer Guarantees Act 1993 and the Fair Trading Act 1986, and do not affect the client's rights as expressed in those Acts. These terms and conditions are governed by and construed according to the laws of New Zealand and the parties submit to the exclusive jurisdiction of the courts of that jurisdiction in respect of any dispute or proceeding arising out of the same.

11.2The client acknowledges that travel in African countries poses certain inherent risks and that although REP Kenya Safaris are committed to the safety of its clients, the client voluntarily assumes the risks inherent in the trip.

11.3 The client agrees to indemnify and hold REP Kenya Safaris harmless from any loss which may arise from any cause whatsoever including physical injury, death, incapacity, pecuniary loss or any other damage the client may suffer even if such damage is caused by the negligence of REP Kenya Safaris, agents, sub-contractors or assigns, the client will have no claim against REP Kenya Safaris in this regard. The client undertakes to sign a separate indemnity form containing such indemnity.

Signed on this day of

Name ID/Passport number:

Signature:

Initial:
