

## Terms & Conditions

### Description

#### TERMS AND CONDITIONS OF SERVICE (KENYA, TANZANIA, EGYPT, ZANZIBAR & UGANDA)

All references to the "Company" in these terms and conditions shall mean ASHFORD SAFARIS LTD, a limited liability company providing destination management services in Eastern (Kenya, Tanzania, Egypt, Zanzibar & Uganda) Africa. All references to "the Organizer" shall mean the person, firm or company contracting with the Company for Services (hereinafter defined) to be provided to Clients (hereinafter defined).

All references to "Client" shall mean the person, firm or company to be provided with Services by the Company and which are contracted for with the Company by the Organizer and shall include any person in any party accompanied or paid for by such person, firm or company and the personal representative of all such persons.

These terms and conditions shall apply to all contracts made by the Company with an Organizer/Client and constitute entire and exclusive agreement between the Company and the Organizer/Client. No subsequent agreement in any way altering these terms and conditions shall be binding on the Company unless made in writing and signed by an authorized officer of the Company.

#### 1) Organizer's contracts:

In all the contracts agreements or arrangements with the Clients which involve or may involve the Services of the Company in any capacity, the Organizer shall state clearly and unambiguously that:

- i. the Organizer is the principal and sole contractor with the clients or where the context so admits retail agents and other corporate bodies and persons [hereinafter jointly and severally called "the Retailer"] and the Company is at all times the agent of the Organizer and acting solely on behalf of the Organizer.
- ii. The Company shall be exempted from and in cases indemnified by the Organizer against all or any liabilities for acts, defaults or omissions of any third party.

#### 2) Indemnity

The Organizer shall indemnify the Company in full against all or any claims by any Retailer or Client for any breach of contract whatsoever and howsoever caused.

#### 3) Tour arrangements

The Company will use their best endeavors to ensure that the transport, accommodation, meals and other agreed services [herein called "Services"] provided are fully in compliance with the information given to the Organizer but the liability of the Company to the Organizer to the breach of contract is restricted to liability where by the negligence of themselves, their servants or agents all or some Services are not provided in which event such liability shall be limited to the Company indemnifying the Organizer against claims by the Client only for the actual costs of the Service which was to have been provided, excluding all consequential damages whatsoever and wheresoever suffered or incurred including but not limited to the costs of air fares to and from the respective destination or any other such incidental or indirect costs whatsoever. In case of any such failure to provide any Service contracted for, the Company shall have the right to substitute alternative services of equal value subject always to such services being available; without prejudice to the foregoing:-

- i. The Company accepts no liability in the event of Services not being carried out or being altered by any matter whatsoever beyond their control. Such matters include but are not limited to the closure of National Parks, Sanctuaries, Hotels/Lodges and such like matters and the Company reserves the right to make such alterations to the itinerary when in its sole judgment it is deemed necessary or desirable for the comfort, convenience or safety to Clients.

- ii. The Company accepts no liability for alleged inferior or inadequate Services or transportation vehicles nor for the negligent, careless or wrongful acts or omissions of hotel keepers, inn keepers, lodge keepers and such like persons and their servants and agents or any other person not in the employment of the Company.
- iii. The Company accepts no liability for damages directly or indirectly arising out of delay in departures or arrivals occasioning the missing of roads, rail, ship or aircraft connections.
- iv. The Company accepts no responsibility for airline reservations and reconfirmations nor any liability for damages arising from any changes of airline schedules, cancellation of flights or errors and mistakes made by airline offices or travel agents. As regards all dealings with or for any Client relating to or touching upon air travel, airports, air bookings, travel agents and airlines, the Company legal relationship and standing is merely that of an intermediary between such third parties and the Organizer, Retailer, and Client without any liability to or for any of these parties such negotiation and waiver of liability being in all respects a pre-condition of all contracted relationships between the Company and the Organizer. The organizer must advise all the clients to protect their interest by insurance and careful attention to all documentation supplied to them by all such third parties.
- v. The Company accepts no responsibility or liability in the event that Services of equal value having been offered to Clients are declined.
- vi. The Company may in their discretion employ sub-contractors to carry out all or any part of the Services in which event the indemnity provided in condition 2 above and the exemption provided by this condition and condition 9 and 10 below shall be deemed to apply also to the sub-contractor.

#### 4) Price Variation

The Company reserves the right to increase all or any of the prices without prior reference to the Organizer in any of the following events:

- i. Official devaluation or revaluation of the local destination currency against the United States Dollar, the EURO, the Sterling Pound or the currency of the country in which the booking is made (if different);
- ii. Any statutory increase in taxes or other dues imposed by the local Governments or any officer or agent thereof;
- iii. Any local increase in the price of aviation fuel or motor vehicle fuel or any other increase in the cost of transport which forms part of the Services;
- iv. Any increase in the cost of accommodation or meals forming part of the Services;
- v. Any increase in entrance fees to national parks, national reserves and sanctuaries and any other entrance fees forming part of the Service;
- vi. Any other increase in the Company operating costs or cost of providing the Services which are beyond the Company control and which the Company has every reasonable effort to prevent.

#### 5) Deposit and payment

A deposit of 20% is required on booking and the balance to be paid not later than 35 days before the Services commence.

#### 6) Cancellation

In the event of cancellation or variation of Services for whatever reasons the Company shall be entitled to charge cancellation fees as set out hereunder:

- Cancellations received between 35 days and 25 days prior to commencement of Services shall be charged at 25% of the total cost of Services.
- Cancellation received between 24 days and 15 days (48hours) prior to commencement of Services shall be charged at 35% of the total cost of Services.
- Cancellation received between 14 days and 08 days (48hours) prior to commencement of Services shall be charged at 50% of the total cost of Services.
- Cancellation received between 07 days and 03 days (48hours) prior to commencement of Services shall be charged at 75% of the total cost of Services.
- Cancellations received within 2 days (48hours) or after commencement of Services shall be charged at the full cost of Services ? 100%.

The liability to reimburse the Company for the cancellation fees, non-refundable booking fee, no-show fees, administration fee and the like shall in no way limit or restrict the general rights of the Company to collect damages for breach of Contract.

7) Non-payment by the date for commencement of services

In the event that the Company has not received payment in full by the Date for Commencement of Services then the Company reserves the right in its absolute discretion to withhold all or any of the Services and the Company shall be entitled to collect the outstanding payment from the Client direct and to recover from the Organizer all cancellation fees which they are entitled to charge as per para 6 above. The Company shall not be required to notify the Organizer, the Retailer or the Client prior to the date for commencement of Services that the Services or any part of the Services will be withheld.

8) Insurance

- i. The Company is insured against any legal liability which may arise out of injury or death to the Client in accordance with and to the extent required by the Laws of respective local destination.
- ii. The Company insurance does not cover illness, medical expenses, damage to or loss of baggage and consequential damages arising from any one of these or at all and the Organizer must advise Clients to effect their own insurance prior to their arrival in the local destination and such insurance to cover as a minimum, death, personal injury, medical expenses, damage to or loss of baggage and consequential damages arising in the event of any one of the foregoing.

9) Injury illness and other risks

The Company accepts no liability for the injury illness infection or death of a Client which is not covered by the Company insurance referred to in condition 8 above.

10) Loss of or damage to property

The Company accept no liability whatsoever for the theft of or other loss or damage to the property of any Client howsoever caused.

11) Other general sales agents

Any other duly appointed General Sales Agents are merely Agents for the Company and all contracts entered into by the Organizer shall be deemed to have been made directly with the Company. All contracts made other than directly with Company are subject to ratification by the Company.

12) Governing law

These terms and conditions shall be read and construed in all respects in accordance with the Laws of respective local destination's government and the Company and the Organizer shall submit to the exclusive jurisdiction of the respective courts.

## Itinerary