

## **TERMS & CONDITIONS**

### **Daylight Adventures & Safaris - Terms and Conditions**

#### **Booking and Communication**

Your Safari contract is with Daylight Adventures & Safaris, registered in Kenya. All bookings are subject to these terms and conditions.

- ❖ Communication regarding your safari will be sent to the address on your booking form.
- ❖ Bookings must be made through an authorized representative of the Company. 70% deposit of the total booking cost or full payment is required with the completed booking form. 30% or the remaining payment is due on departure date.
- ❖ Deposit receipt and form submission don't confirm booking. Written notice from the Company is necessary for confirmation.
- ❖ The Company reserves the right to refuse bookings without reason and will return any deposit in such cases.

#### **Payment**

- ❖ Full payment is due on departure date.
- ❖ Failure to pay by the due date might lead to cancellation, with the Company retaining the deposit.
- ❖ The person signing the booking form is responsible for total payment and its timely receipt.

#### **Price Policy**

- ❖ Price increase notifications possible before accepting bookings.

- ❖ After a Confirmation Invoice, prices can be subject to surcharges in specific situations (e.g., transportation cost changes, taxes).
- ❖ The Company absorbs up to 3% of price increase before passing on surcharges. Amounts over 3% are surcharged.
- ❖ Major increases (15% or more) allow cancellation within 20 days for a full refund.

### **Cancellation and Changes by the Company**

- ❖ The Company may make necessary changes to your holiday and will notify you.
- ❖ Compensation for major changes; no compensation for uncontrollable events.
- ❖ Acts of God, war, disaster, etc., not subject to compensation.
- ❖ The Company may cancel your holiday before departure, refunding money paid.

### **Cancellation and Changes by You**

- ❖ Cancellation levies based on days before departure.
- ❖ One set of free amendments after itinerary confirmation; further changes may incur a fee.

### **Our Responsibilities**

- ❖ The Company doesn't own/manage facilities used but selects providers.
- ❖ The Company is not liable for issues caused by clients, third parties, or unforeseen events.
- ❖ No liability for incidents unrelated to arranged activities.
- ❖ Unused tickets not refunded unless carrier/provider allows.

### **Your Responsibilities**

- ❖ Arrange travel insurance; proof required on the booking form.
- ❖ Valid passports, visas, and necessary documents are your responsibility.

- ❖ Timely check-ins and participation in pre-booked components are your responsibility.
- ❖ Behave orderly; breach can result in termination.
- ❖ Disclose pre-existing medical conditions; consider insurance for them.
- ❖ Personal effects are at your risk; the Company is not responsible for loss/damage.

### **Smoking**

- ❖ Smoking is not allowed in Company vehicles. Non-smoking rooms reserved, subject to hotel availability.

### **Waiver**

- ❖ Clients should exercise caution during the tour and may need to sign a 'Waiver of Responsibility' form.

### **Disclaimer**

- ❖ Reasonable efforts made to ensure website accuracy; Company not liable for errors.

### **Complaints**

- ❖ Report issues to relevant parties and the Company immediately.
- ❖ Write to the Company within 20 days of returning home for unresolved complaints.

### **Legal**

- ❖ Disputes governed by Kenyan law; both parties submit to Kenyan Courts' jurisdiction.

**Currency:**

- ❖ All prices and rates are quoted and invoiced in US\$ and all payments must be made in US\$. Payments in other currencies will only be accepted by pre-arrangement.

**Information Accuracy**

- ❖ Company information given in good faith and believed to be correct at the time. Booking conditions take precedence over other conditions or warranties.

