



Terms and Conditions

1. Definitions

“Conditions” means these Terms and Conditions.

“Contract” means any agreement for the provision of Travel and/or Tour and/or Conferencing Arrangements or Services by WildTrek Safaris to the Customer.

“Customer” means a person, jointly or severally if more than one, acquiring Travel Arrangements or Services from WildTrek Safaris.

“Date of Arrival” means the date scheduled for the Customer to depart at the start of the Travel Arrangements.

“Material Alteration” means a material change to the Travel Arrangements as determined at WildTrek Safaris’ sole discretion.

“Products” means individual components of Travel Arrangements, such as accommodation, meals, transport, tours, park fee etc.

“Services” means the booking and payment services provided by WildTrek Safaris in relation to Travel Arrangements.

“Suppliers” means the third parties that are responsible for providing the individual Products.

“Travel Arrangements” means the travel arrangements made by WildTrek Safaris including all Products.

2. Basis of Contract

2.1 The Conditions apply exclusively to every contract for Services by WildTrek Safaris to the Customer and cannot be varied or supplanted by any other condition unless expressly accepted in writing by WildTrek Safaris.

2.2 Acceptance: A go ahead to book on e-mail or any other form of writing, or the payment of a deposit indicates the Customer’s acceptance of the Conditions.

2.3 Different Products may have specific terms and conditions different from the ones indicated herein, deposit requirements and cancellation charges applicable to the Product. These will be communicated during the quoting and booking process.

2.4 The conditions will be governed by and constructed in accordance with the law of Kenya. Accordingly, each party irrevocably submits to the jurisdiction of the Kenya courts to settle any dispute or matter arising under this contract.

3. Booking Your Holiday

3.1 Quotes/Quotations – will be provided in relation to a price for the Travel arrangements. The quote is valid for a period of 7 days and subject to availability of the products.

3.2 Deposit – a deposit of 30% of the total booking cost or \$1,000 per person (whichever is the higher amount) and full names of all Customers as per passports are required to secure the booking. There may be an additional deposit depending on the policies of the Supplier of Products being booked. Any additional deposits will be advised at the time of booking.

3.3 Booking requests within 90 days before the Date of Arrival must be accompanied by full payment and may be subject to an urgent processing fee.

4. Price Policy

4.1 All prices given are in US Dollars unless specified otherwise. Prices shown are indicative only and usually for travel during the mentioned dates/season for entry level accommodations/services unless specified otherwise. 'From' prices are the lowest prices for the Products we believe are available based on known costs, exchange rates and information available from Suppliers at the time of establishing those prices. Prices do vary across date ranges, are subject to availability and to change due to factors including currency exchange rate fluctuations, fuel levies, tax changes or any other changes in connection with the Travel Arrangements. Please contact WildTrek Safaris for best available price for your preferred travel dates. Prices are subject to the quote provided.

4.2 Travel Arrangement prices are quoted for the entire package of Products, and itemised component costs cannot be given.

4.3 Prices per person may be based on Products being booked for all Customers in the Booking, and accordingly Customers must travel together throughout the Travel Arrangements, unless variations are explicitly agreed.

4.4 Surcharges – the price of the Travel Arrangements is subject to the possibility of surcharges. Surcharges may be incurred (without limitation) in connection with: currency exchange rates, increases in Product prices, fuel levies, scheduled airfares, hotel, cruise and ground transportation charges, game park entrance fees, government imposed charges and taxes, and any other increases in connection with the Travel Arrangements.

4.5 Where there is any change in the costs incurred by WildTrek Safaris in providing the Services, WildTrek Safaris may vary its price to account for such change by notifying the Customer, whether or not the Customer has made full payment.

4.6 Changes in the US Dollar – the financial commitments WildTrek Safaris undertakes in order to offer the prices mean that prices cannot be reduced or refunded if the US dollar strengthens.

4.7 Products not Utilised – no refunds are made in respect of Products booked but not utilised, for example, flights, accommodation, meals, park fee, sightseeing excursions etc.

4.8 General exclusions – International airfares, costs associated with obtaining passports or entry visas; reciprocity and other border fees; insurance coverage of personal loss, injury, illness or damages incurred during your trip; items of a purely personal nature such as drinks, laundry, dry cleaning, internet, phone charges; transfers, sightseeing or meals not specified in itinerary; excess baggage charges; airport departure taxes, gratuities and tips unless expressly included, any item not mentioned under inclusions.

5. Payment

5.1 Final Payment – unless otherwise agreed in writing, the final payment must be received by WildTrek Safaris 90 days prior to the Date of Arrival.

5.2 Where bookings are made less than 90 days before the Date of Arrival, full payment must be made at the time of the booking.

5.3 If you pay WildTrek Safaris by credit card, a surcharge will be added to the total price, as well as currency conversion charges. The current surcharge for all credit cards is 5% of the total price.

6. Amendments

6.1 WildTrek Safaris will endeavour to assist if the Customer requests an amendment to the Travel Arrangements up to 90 days prior to the Date of Arrival subject to the following:

a) Amendment Charge – fees apply to any Customer requesting a change to a confirmed booking.

b) Additional Charges – all other expenses incurred by Wildtrek Safaris may also be payable by the Customer at Wildtrek Safaris' discretion.

c) Any charges arising from a request for an amendment are payable by the Customer whether or not Wildtrek Safaris is successful in confirming the requested amendment.

d) Late Amendments – amendments made by the Customer within 90 days of the Date of Arrival are treated as cancellations and re-bookings. Cancellation charges apply as detailed below.

7. Cancellations by the Customer

7.1 The Customer must give Wildtrek Safaris notice if the Customer intends to cancel any Travel Arrangements.

7.2 Charges – the following charges are payable by the Customer based on the number of days prior to the Date of Arrival Wildtrek Safaris receives notice of cancellation:

Days prior to Date of Arrival	Amount or Percentage of Travel Arrangements Price Payable
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91 days or more	\$100 per person
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90 – 46 days prior	50% cancellation fee
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45 – 0 days prior	100% cancellation fee
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7.3 Additional Charges – Prior to full payment being received, the Customer may incur further cancellation charges from some Suppliers. These charges can vary up to the amount paid.

8. Cancellations and Material Alteration by Wildtrek Safaris

8.1 Wildtrek Safaris may treat a booking as cancelled and levy cancellation charges if the Customer does not pay the balance of the Travel Arrangements price at 90 days prior to the Date of Arrival.

8.2 Force Majeure – Wildtrek Safaris may, at its sole option, where circumstances outside of its control affect the provision of Travel Arrangements (such as flood, fire, act of God, war or threat of war, physical unrest, riots, civil disturbances, terrorist activities - threatened or actual, strikes,

port or airport closure, technical problems with transport, alteration or cancellation of scheduled travel services, epidemic, pandemic, government imposed travel restrictions etc) cancel scheduled Travel Arrangements at any time at Wildtrek Safaris' sole and absolute discretion:

a) offer the Customer alternative Travel Arrangements or Products of comparable standard as may be appropriate in the circumstances;

or

b) if alternative Travel Arrangements or Products are not offered by Wildtrek Safaris, Wildtrek Safaris will make a prompt proportional (taking into account the extent of the Travel Arrangements that have been provided or arranged) refund of monies paid by the Customer.

8.3 Wildtrek Safaris may charge a reasonable fee to cover the administration costs associated with providing alternative Travel Arrangements or Products.

8.4 Wildtrek Safaris reserves the right to modify Travel Arrangements, including arranged sightseeing, and substitute accommodations, vessels, trains or vehicles, at any time due to unforeseen circumstances or circumstances beyond Wildtrek Safaris' control. Every effort will be made to operate Travel Arrangements as planned, but alterations may occur after the final documents have been provided to the Customer or after Travel Arrangements have commenced.

8.5 Material Alteration – if a Material Alteration becomes necessary within 90 days of the Date of Arrival for any reason other than the circumstances described in clause 8.2, Wildtrek Safaris will endeavour to offer comparable Products.

9. Obligations and Liability

9.1 Booking Agent – Wildtrek Safaris acts as a booking agent for the Suppliers of Products and accepts no liability for any injury, loss, damage, accident, delay or irregularity that may arise to any Customer or third party resulting from the Customer's or third party's use of the Products. Wildtrek Safaris makes reasonable enquiries to determine that Suppliers provide appropriate Products, but Wildtrek Safaris is not responsible for the Products or their standard.

9.2 Except as the Conditions specifically state, the Agreement does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, specification or performance of the Travel Arrangements or Services or any contractual remedy for their failure.

9.3 Nothing in these Terms restricts, limits or modifies the Customer's rights or remedies as a consumer against Wildtrek Safaris for failure of a statutory guarantee under the Kenyan Law.

9.4 Loss – Wildtrek Safaris is not liable for and accepts no responsibility for any direct or indirect loss, financial loss, consequential loss, loss of enjoyment, pain and suffering, damage, injury, accident, delay or irregularity occasioned to the Customer, other than if the Customer is a consumer, then to the extent the loss was reasonably foreseeable.

9.5 Nothing in the Conditions is to be interpreted as excluding, restricting or modifying the application of any relevant State or Federal legislation which cannot be excluded, restricted or modified.

9.6 Immigration Requirements – it is the Customer's responsibility to ensure that the Customer has valid passports, visas, health certificates and permits which meet the immigration and governmental requirements of the country they are travelling to.

9.7 The Customer agrees and acknowledges that Wildtrek Safaris will not be liable for any loss or damage incurred by the Customer due to the Customer's failure to obtain any valid passports, visas, permits or any other governmental requirements of the countries of transit or travel.

9.8 Medical Conditions – the Customer must notify Wildtrek Safaris of any pre-existing medical conditions that might reasonably be expected to affect the Travel Arrangements. The Customer agrees and acknowledges that Wildtrek Safaris will not be liable for any loss or damage incurred by the Customer as a result of any pre-existing medical condition or health issue of the Customer that may preclude, delay, affect or interfere with the Travel Arrangements.

9.9 Health Issues – It is the Customer's sole responsibility to:

a) obtain any vaccinations or take any other health precautions applicable to the country of travel;

b) take all steps reasonably necessary (including, without limitation, the consultation of appropriate medical professionals) to identify whether they have any pre-existing medical conditions or health issues (whether known or unknown) that may preclude, delay, affect or interfere with the Travel Arrangements.

9.10 Wildtrek Safaris strongly recommends that the Customer insure themselves against loss of deposit, cancellation charges, medical expenses and loss of personal possessions, and any other foreseeable loss or expense.

9.11 The Customer acknowledges and accepts that different places, countries, facilities, vehicles and Suppliers may have lower standards of safety, labelling, warnings and precautions than in their home country. The Customer is responsible for maintaining personal diligence and safety notwithstanding the level of standards. Wildtrek Safaris is not liable for any loss, damage, injury or death that could be avoided if the standards were to apply.

10. Notice

10.1 A notice by the Customer must be in writing, and may be delivered by hand, sent by prepaid mail or sent by electronic means such as e-mail to the address or number specified.

10.2 A notice is treated as given to Wildtrek Safaris, when:

a) if hand delivered, when delivered;

b) if sent by prepaid mail, when delivered;

c) if sent by e-mail, on confirmation of successful transmission.

11. Governing Law

11.1 These Conditions are governed by and are to be construed in accordance with the laws of Kenya.

11.2 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Kenyan courts to settle any dispute or matter arising under this contract.

12. Privacy Information

12.1 Any personal information that Wildtrek Safaris obtains from the Customer, or about the Customer from its representative, is necessary for Wildtrek Safaris' business purposes or providing the Customer with Wildtrek Safaris' Travel Arrangements, Products and Services, and may be used in answering any queries the Customer may have, considering the Customer's application for credit or to become a Customer, performing internal administration and operations, developing, improving and marketing Wildtrek Safaris' products and services, and related purposes.

12.2 Wildtrek Safaris' Privacy Policy details why Wildtrek Safaris collects this personal information, who Wildtrek Safaris may disclose it to (including whether Wildtrek Safaris is likely to disclose it to overseas recipients), and the main consequences (if any) if Wildtrek Safaris does not collect the personal information of the Customer. Wildtrek Safaris' Privacy Policy also contains information about how the Customer may seek access to, or correction of, the personal information held about the Customer, and Wildtrek Safaris' complaint resolution procedures.

12.3 Wildtrek Safaris will not disclose any personal information to any other party without the consent of the Customer except to the Suppliers, a related entity or adviser of Wildtrek Safaris or where Wildtrek Safaris is otherwise required by law to do so.

12.4 WILDTREK SAFARIS's Privacy Policy :

MANAGEMENT OF PERSONAL INFORMATION

At WildTrek Safaris, we recognize the importance of your privacy and understand your concerns about the security of the personal information you provide to us. We are committed to protecting the personal information that you share with us. We comply with the Kenyan Laws which detail how personal information may be collected, used, disclosed, stored and destroyed, and how an individual may gain access to or make complaints about the personal information held about them.

"Personal information" is information or an opinion about an identified individual, or about an individual who is reasonably identifiable.

"Sensitive Information", a sub-set of personal information, is information or an opinion about an individual's racial or ethnic origin, political opinions, political association membership, religious beliefs or affiliations, philosophical beliefs, professional or trade association membership, trade union membership, sexual orientation or practices, criminal record, health information and genetic information.

"Health Information" is information or an opinion about an individual's health or disability, the health services provided or to be provided to them, their expressed wishes for the provision of future health services, personal information collected to provide a health service, personal information collected in connection with organ and body-part donation, and predictive genetic information.

This policy details how WildTrek Safaris manages personal information (including sensitive information and health information) about you.

In the course of doing business, we endeavour to collect business information only. However, the collection of personal information in some instances is necessary or unavoidable.

What personal information we collect and hold:

The kinds of personal information we collect from you or about you depend on the transaction you have entered into with us, the goods / services you or your organisation have contracted us to provide, and the goods / services you or your organisation are interested in receiving. We collect personal information from you in order to provide you with the best quality travel products and services.

The kinds of personal information that we commonly collect and hold from you or about you include: your name, address, phone, fax and mobile numbers, email address, date of birth, nationality, religion, drivers licence details, passport details, bank account details and credit card details. We also collect information relating to your current and previous health status, medical history, travel preferences and experiences, travel insurance and travel rewards and loyalty programs. We also collect this information from or about your family members, next of kin, emergency contact details and/or other members of your travelling party.

When you browse the WildTrek Safaris website <https://wildtreksafaris.co.ke/> and have not registered for any online service from WildTrek Safaris, you browse anonymously. Personal Information is not collected as you browse. WildTrek Safaris does, however, use 'cookies,' 'client variables' and 'session variables' to collect information about how the Site and server are used and to recognize you as a WildTrek Safaris online service user when you re-enter our Site. Information, such as the server your computer is logged onto, your browser type, and whether you entered the Site via a Web site or E-mail hyperlink, is collected and tracked in aggregate. This information is used for the purpose of measuring response rates to the web page and email hyperlinks as well as overall Site activity and performance.

When you register for or request any Site service, you may be asked to provide us with Personal Information which is used to enhance your Site experience, expedite communications, allow you to receive electronic / postal mailings from WildTrek Safaris, or to be contacted as requested. Additionally, we may request your upcoming travel plans and the next destination you plan to visit which allows us to further personalize your Site and the e-mail messages you may receive to meet your specific needs, as well as make WildTrek Safaris product improvements. We may also use this Personal Information in aggregate to generate market research reports.

How we collect and hold personal information

We aim to collect personal information only directly from you, unless it is unreasonable or impracticable for us to do so. For example, we collect personal information from you or about you from your letters, emails, and telephone calls with us, or your activity on our website. We also collect personal information from you or about you from application forms and documents that you submit to or through us. We may collect personal information about you as submitted by your family members and/or other members of your travelling party.

However, in many instances we may also receive personal information about you, your family members and/or other members of your travelling party as submitted by third parties, such as your travel agent/s who are making the travel arrangements for you, travel insurers, airlines, hotel partners, tour operators and providers and affiliated travel suppliers.

You can be anonymous or use a pseudonym when dealing with us, unless:

the use of your true identity is a legal requirement; or

it is impracticable for us to deal with you on such basis.

Why we collect, hold, use and disclose personal information:

We collect, hold, use and disclose personal information from you or about you where it is reasonably necessary for us to carry out our business functions and activities. For example, we collect, hold, use and disclose your personal information as necessary to provide our travel products and services to you or your organization.

Our business necessarily works closely with travel suppliers, airlines, hotel partners, ground tour operators, caterers and travel insurers etc. We routinely disclose your personal information to these third parties for them to assist us in carrying out our business functions and activities.

We also routinely disclose your personal information to other entities within the WildTrek Safaris branch offices.

We may collect sensitive information from you or about you where there is a legal requirement to do so, or where we are otherwise permitted by law. In all other situations, we will specifically seek your consent. For example, we may seek to collect sensitive information about you where it is necessary or desirable for your travel experience.

If we do not collect, hold, use or disclose your personal information (including sensitive information and health information), or if you do not consent, then we may not be able to answer your enquiry, complete the transaction you have entered into, or provide the travel products and services that you or your organization have contracted us to provide.

We also collect, hold, use and disclose your personal information for related purposes that you would reasonably expect, such as our administrative and accounting functions, identification checks, fraud checks, providing you with information about other travel products and services offered by us, marketing and promotions, market research, customer feedback and quality assurance surveys, newsletter and magazine communications, statistical collation and website traffic analysis.

WildTrek Safaris strives to ensure that we provide the best possible products and services to our customers. From time to time, we may use the personal information that we have collected to identify and communicate other travel products and services that may benefit you or be of interest to you. We may also contact you to inform you about new, existing and improved products, services and special offers. Where we use your personal information for marketing and promotional communications, you can opt out at any time by notifying us. Opt out procedures are also included in most of our marketing communications.

We value opinions and comments from Wildtrek Safaris' customers, and you may have the opportunity to give us your feedback through surveys. In conducting these surveys, we may ask for your personal information so that we can appropriately identify you. Survey data and personal information collected may be linked to you or aggregated and used to make improvements to WildTrek Safaris' products and services. Participation in these surveys is

completely voluntary and you therefore have a choice whether or not to disclose the requested personal information.

Where we wish to use or disclose your personal information for other purposes, we will obtain your consent.

We may also disclose your personal information to third parties (including government departments and enforcement bodies) where required or permitted by law.

How we hold and store personal information:

Your personal information is held and stored on paper, by electronic means or both. We have physical, electronic and procedural safeguards in place for personal information and take reasonable steps to ensure that your personal information is protected from misuse, interference and loss, and from unauthorized access, modification and disclosure:

Data held and stored on paper is stored in lockable filing cabinets, locked offices, and secure premises, with secured entry and monitored alarms.

Data held and stored electronically (including in the Cloud) is protected by internal and external firewalls, limited access via file passwords, and files can be designated read-only or no access. We also require our IT contractors and other third parties to implement privacy safeguards.

Data stored or archived off-site is contained within secure facilities. We also require our storage contractors to implement privacy safeguards.

Where we disclose personal information to third parties (including contractors and affiliated businesses located locally and overseas), the their individual privacy policies apply.

Our staff receive regular training on privacy procedures.

Destruction and De-identification:

We will retain your personal information whilst it is required for any of our business functions, or for any other lawful purpose.

We use secure methods to destroy or to permanently de-identify your personal information when it is no longer needed:

Paper records are shredded or sent for secure destruction.

Electronic records are deleted from all locations, to the best of our ability, or encrypted and/or placed beyond use.

Overseas Disclosure:

Our business is necessarily affiliated with a range of businesses and travel suppliers located overseas. In the course of doing business with you, we will routinely disclose some of your personal information (including sensitive information and health information) to these overseas recipients. However, we will only do so where:

it is necessary to complete the transaction you have entered into; or

we believe on reasonable grounds that the overseas recipient is required to deal with your personal information by enforceable laws which are similar to the requirements under the Kenyan Law; or

it is otherwise permitted by law.

Our overseas affiliates are located in the regions in which we provide travel services,

Requests for Access and Correction:

We have procedures in place for dealing with and responding to requests for access to, and correction of, the personal information held about you.

In most cases, we expect that we will be able to comply with your request. However, if we do not agree to provide you access or to correct the information as requested, we will give you written reasons why. For further information, please contact us.

To assist us to keep our records up-to-date, please notify us of any changes to your personal information.

Complaints and Concerns:

We have procedures in place for dealing complaints and concerns about our practices in relation to the Privacy Act and the Kenyan Law. We will respond to your complaint in accordance with the relevant provisions of the Kenyan Law. For further information, please contact us.

13. Consent for cross-border disclosures

13.1 By making a booking, the Customer acknowledges and consents that Wildtrek Safaris will not, as would otherwise be required, be obliged to take steps to ensure that an overseas recipient of Customer Information complies with the Kenyan Law.

14. Miscellaneous

14.1 Wildtrek Safaris' failure to enforce any of these Conditions shall not be construed as a waiver of any of Wildtrek Safaris' rights.

14.2 If any Condition is unenforceable it shall be read down to be enforceable or, if it cannot be read down, the condition shall be severed from the Conditions without affecting the enforceability of the remaining conditions.

14.3 Wildtrek Safaris reserves the right to correct any errors or omission in its published materials and to amend these Terms and Conditions at any time as a result of any material change to legislation or regulations or change to Wildtrek Safaris policies. Amended Terms and

Conditions shall automatically be effective upon being posted by Wildtrek Safaris to the website <https://wildtreksafaris.co.ke/> or by providing Notice to the Customer.

15. Photography During Travel

15.1 Wildtrek Safaris reserves the right to take photographs or video during the operation of any Travel Arrangements or part thereof and to use them for promotional purposes during the Travel Arrangements and thereafter.

15.2 By booking Travel Arrangements with Wildtrek Safaris, Customers agree to allow their images to be used in such photographs and video.

15.3 Customers who prefer that their images not be used are asked to identify themselves to a Wildtrek Safaris representative at the beginning of their Travel Arrangements.

16. Travel Documents

Travel documents will be issued after final payment has been received. Travel documents may include special conditions including restrictions such as baggage size and weight limits. Travel documents are not transferable. All services/tickets must be issued in the name of the passport holder and some carriers will deny carriage if the name varies and the booking may be cancelled. It is the Customer's responsibility to collect all travel documents prior to travel.

17. Travel Advisories and Warnings

It is the responsibility of the Customer to be informed about the most current travel advisories and warnings by referring to the respective Government's websites or source of information of an active Travel Advice against travel to the specific destination location(s) of the trip, should the Customer still choose to travel, notwithstanding any travel advisory or warning, the Customer assumes all risk of personal injury, death or property damage that may arise out of events like those advised or warned against.

Meal/Accommodation Codes

B = Breakfast, L = Lunch, D = Dinner

FB = Full Board Accommodation, HB = Half Board Accommodation, BB = Bed & Breakfast,

AI – All Inclusive Accommodation