

Terms and Conditions

DEFINITIONS In these Term and Conditions, the following definitions apply:

“Accommodations” – mean the lodges, hotels, tented camps and/or camping facilities that we book and pay for on your behalf.

“Agent” – means a third party that you have authorized to communicate with us, to provide us with information and/or to confirm and book your Tour with us.

“Booking Confirmation” – means our letter to you confirming your Itinerary, your Services, your Accommodations, your Deposit and your Quoted Price, as revised from time to time.

“Contract” – means only these Terms and Conditions and your Booking Confirmation, and specifically excludes any presentations such as Wetu or Loom videos, emails, or other communications.

“Deposit” – means the non-refundable percentage of the Quoted Price that you must pay to confirm your booking.

“Full Payment” – means 100% of the Quoted Price.

“Inherent Risks” – mean any and all possible risk factors and dangers associated with your Tour and include, but are not limited to:

Rough roads;

Temperature, including heat, humidity and cold;

Dirt and dust;

Wind;

Rain and/or snow and/or ice;

Walking on rough ground;

Climbing stairs;

Climbing, including risks of falling stones and rock slides;

High altitudes;

Equipment failures, including failures of any kind of the safari cars;

Animals;

Presence of insect, snakes or spiders;

Diseases and illness;

Getting lost;

Inaccessibility to medical care; and/or

Difficulty in evacuation from remote locations in case of a medical emergency.

“Itinerary” – means the dates of your Tour and a brief description of each day.

“Quoted Price” – means the total price to be charged for your Tour.

“Services” – means the national park fees, reserve fees, concession fees, activities, primate trekking permits, flights, boats, transfers and/or any other services that we book and pay for on your behalf.

“Fantail Tours and Safaris” or “us” or “we” – means Fantail Tours and Safaris Safaris Limited

“Start Date” – means the first day of your Tour.

“Tour” – means your Accommodations, your Itinerary and your Services.

“You” or “your” – means each and every person who is listed in the Booking Confirmation.

BOOKINGS

If you are using an Agent, you hereby confirm that the Agent is acting with your full authority and you agree to be bound by any and all actions of the Agent. You are responsible for the correctness of any and all information provided to us by the Agent.

When you confirm your itinerary, Accommodations and Services, you will be provided with your Booking Confirmation.

All confirmed bookings are subject to these Terms and Conditions. A booking is confirmed and a binding contract comes into existence between Shadows and you when we receive the following:

- The Deposit, or Full payment when the booking is made less than 45 days before the start date of your Tour.
- No contract will exist between you and us until the Deposit or Full Payment, as set out above, has been received. These Terms and Conditions and your Booking Confirmation form the Contract between us.
- It is your responsibility to seek clarification from us for anything you do not understand, agree with or that is not clear to you in either the Booking Confirmation or these Terms and Conditions.
- By making a confirmed booking with us, you agree that you have read, understood and agree to be bound by these Terms and Conditions. You understand and agree that the Deposit is completely non-refundable.
- You understand and agree that confirmed bookings cannot be transferred to any other date or to any other person.
- The lead booking name is liable for making Full Payment for all persons in the booking party and is responsible for ensuring that all of those in their booking party (including anyone added or substituted at a later stage) are aware of and have read these terms and conditions.
- By proceeding with the booking, all of those in the booking party agree that they have read, understood and agree to be bound by these Terms and Conditions. Parents/guardians agree on behalf of any minor children in the booking party.

- The lead booking name also agrees to provide to us with the correct nationalities, dates of birth, passport numbers and scanned copies of passport photo pages for all members of the booking party.

PROVISION, ALTERATION OR CANCELLATION OF THE SERVICES OR ACCOMMODATIONS

Fantail Tours and Safaris will provide the Services and the Accommodations to you, except as set out below.

Force Majeure

At any time, Shadows reserves the right to alter or cancel the Services and/or the Accommodations due to force majeure. Force majeure means any event which Fantail Tours and Safaris or the supplier of services and/or accommodations in question could not even with all due care foresee or avoid. Such events are likely to include, but are not limited to, war, threat of war, civil strife, riot, civil disorder/unrest, industrial dispute, actual or threat of terrorist activity, natural or nuclear disaster, fire, breakout of an epidemic or pandemic disease, technical problems with transport, cancellation or amendment to any scheduled flight, closure or congestion of airports or ports, adverse weather conditions and all similar events outside our control.

We will not provide any refunds or compensation if we need to alter or cancel any of the agreed upon Services and/or Accommodations in the event of force majeure.

During Your Tour

During your tour, Fantail Tours and Safaris reserves the right to alter or cancel any of the agreed upon Services and/or Accommodations in the event of unforeseen circumstances, such as road closures, weather conditions, security matters, border closures, or any other reason beyond our control. We will endeavour to keep the alterations and cancellations to a minimum, but you must accept that local conditions in Africa are not always predictable and from time-to-time delays and diversions from the planned route may prove necessary.

We will not provide any refunds or compensation if we need to alter or cancel any of the agreed upon Services and/or Accommodations in the event of unforeseen circumstances. We will make every reasonable effort to ensure the same quality and character of the Services and/or Accommodations. We will do our best to please you and minimize inconveniences, but cannot be responsible for matters beyond our control.

Before Your Arrival

Fantail Tours and Safaris reserves the right to make minor alterations to your Itinerary, Services and/or Accommodations before the start date of your Tour. We will advise you of these alterations in writing at the earliest possible date. Minor alterations include, but are not limited to, changes in internal East Africa flight schedules or tour departure schedules by more than four hours, changes in activity providers, changes in Accommodation where the new accommodation is of similar quality, location and price or a change which, taking into account the information provided to us by you at the time of

booking or which we can reasonably be expected to know as a tour operator, the change would not have a significant effect on your tour.

We will not provide compensation or refunds for minor alterations.

When Fantail Tours and Safaris is required to make major alterations to your Itinerary, Services and/or Accommodations before the start date of your Tour, provided the alterations do not arise from conditions amounting to force majeure, as a result of an amendment to a scheduled airline timetable affecting your arrival for your Tour or any other factor beyond our control, you have the option of accepting the altered Itinerary, Services and/or Accommodations or cancelling the Tour and receiving a refund of all monies paid, based on points 1-11.

Major alterations include, but are not limited to, changes in internal flight schedules or tour departure schedules of more than four hours or changes in the standard, location or price of Accommodations.

We will not pay any compensation beyond the refund of all monies paid.

ITINERARY CHANGES

If you wish to change your Tour after the Deposit has been paid, we will do our utmost to make the changes required, provided that notification is received in writing.

Once the Deposit has been paid, the fee to change your itinerary is \$150 per person in addition to any other fees such as cancellation penalties, airline fees, or fees passed onto us from hotel or local operators.

Any requests for changes to be made to your Tour within 60 days of your arrival date are subject to cancellation fees.

Should you wish to change your Itinerary during your Tour, we will assist you to do so if it is possible and practicable, but you must pay the change fee of \$150 per person plus any additional costs arising from the requested changes.

We will not provide a refund for any unused Services and/or Accommodations due to any changes during your Tour.

We will not be responsible if your Tour needs to be changed due to any changes in international or local flight schedules that delay your arrival for your Tour. In such cases, you must pay any additional costs arising from the changes.

PRICES

All Quoted Prices are given in US dollars (USD) or Euros (EUR) per person. Prices are based on known costs at the time we provide you with the Booking Confirmation.

Prices for children are given based on the ages provided to us by you for the children on the Start Date. If the provided ages of the children were incorrect, you are responsible for any price increases for the children.

Quoted Prices in general include:

- All park entrance fees and taxes;
- Game safari to national parks as specified in your Itinerary;
- Activities as specified in your Itinerary;
- Hotel/lodge/camp accommodation and meals as specified in your Itinerary;
- Unless specified otherwise, private 4x4 wheel drive vehicle with a roof hatch and sliding windows;
- Professional English-speaking tour guide/driver; and
- Water and hot drinks (coffee and tea) during safari.
- Quoted Prices exclude any accommodation, service or activity not specifically included in your Itinerary, such as the following:
 - Any sightseeing excursions and optional activities other than those specified;
 - Any meals or drinks not specifically included;
 - Entry visas;
 - International flights;
 - Laundry;
 - Tips and gratuities;
 - Travel insurance;
 - Landing fees (for charter flights);
 - Phone calls;
 - Toiletries and items of a personal nature; and
 - Souvenirs.
 - Surcharges

At any time before you have made Full Payment for the Tour, Fantail Tours and Safaris reserves the right to levy a surcharge where the costs have changed since the date you were provided with the Booking Confirmation. Fantail Tours and Safaris will absorb amounts up to 2% of the Quoted Price and surcharge any amount greater than 2%.

Should the surcharge exceed 10% of the Quoted Price, you are entitled to cancel the Tour and receive a full refund of all monies paid.

Surcharges can be levied for such things as increases in scheduled air fares and any other airline surcharges, taxes or fees payable for services such as landing taxes, or embarkation or disembarkation fees at ports or airports or accommodation cost increases due to surcharges imposed by the accommodation providers.

Exceptional Surcharges However, even after you have made the Full Payment, Fantail Tours and Safaris reserves the right to pass on to you any price increases in national park fees, concession fees, reserve fees, governmental taxes, increases in fuel costs or currency fluctuations. Changes to Advertised Prices

Fantail Tours and Safaris reserves the right to make changes to and correct errors in advertised prices at any time before your Tour is confirmed. We will advise you of any errors of which we are aware and of the then applicable price at the time of booking.

PAYMENT TERMS

Upon receipt of your Booking Confirmation, you agree to make the following payments:

Within 7 days, you will pay the Deposit; or

If your Tour starts within 45 days, you will pay the Full Payment.

If you have only paid the Deposit, you agree to pay the Full Payment no less than 45 days prior to the start day of your Tour. If full payment is not received 45 days prior to the start date of your Tour, we reserve the right to cancel the Tour and apply the cancellation charges as set out in these Terms and Conditions. Cancellation will be without penalty to us and we will have no further liability to you.

If, however, you have already provided us with your credit or debit card details whether this was to make a payment on account or not, and you do not specifically notify us in writing to the contrary prior to the date upon which any balance becomes payable by you, you agree that we may use such credit or debit card details to obtain payment of any balance due by you to us.

If your Tour includes gorilla, golden monkey, or chimpanzee trekking permits or flights of any kind, the total value of these must be paid in addition to the Deposit and/or the Full Payment.

You understand and agree that payments made for flights and primate trekking permits are completely non-refundable.

We will consider only the actual amount received in our bank account as paid.

CANCELLATION BY YOU

We strongly urge you to take out travel insurance with cancellation coverage.

In the event that you must cancel your booking before your Tour start date, you must notify us in writing. The effective date of your cancellation is the date that we receive your written notification.

You agree that if you cancel your Tour at any time before the Tour start date, the following are completely non-refundable:

the Deposit; any change fees; any monies paid for flights

and primate trekking permit; and

any monies already paid by us on your behalf to accommodations, local tour operators or any other service provider of any kind.

In addition, all cancellations by you are subject to a cancellation fee. Cancellation fees are expressed as a percentage of your Quoted Price as follows:

Cancellation within 31 – 45 days of your Tour start date: 50% of the Quoted Price

Cancellation within 20 – 30 days of your Tour start date: 60% of the Quoted Price

Cancellation within 10 – 19 days of your Tour start date: 70% of the Quoted Price

Cancellation of less than 10 days: 100% of the Quoted Price

Failure to deliver the Full Payment 45 days before your Tour start date will also be considered cancellation unless written notice of the delay is provided and we agree to the delay in writing.

We will give no partial refunds for any unused portions of the Services and/or Accommodations. If your Tour needs to be cancelled, shortened, or altered in any way due to your illness or injury of any kind, if you wish to stop your Tour after departure or you do not wish to use any of the Services and/or Accommodations.

We will not be responsible if your Tour needs to be cancelled because you are denied entry at any border of any country included in your Tour. In such cases, we will apply our cancellation policy as set out above.

CANCELLATION BY US

We reserve the right in any circumstances to cancel the Services for any reason at any time before Full Payment has been received. In these circumstances we will return to you all monies paid to us or offer an alternative tour of a comparable or higher standard.

We cannot accept liability or pay compensation where the performance or prompt performance of our contractual obligations is prevented or affected by, or you suffer any damage or loss as a result of force majeure. In circumstances amounting to force majeure, we will not refund any money to you although if we can recover any monies from our suppliers, we will refund these to you once received by us.

In the event a refund is due, you will receive the agreed upon amount within 120 days.

LIABILITY AND OUR RESPONSIBILITIES

Fantail Tours and Safaris, its agents and sub-contractors act only as the passenger's agents in matters relating to the tours, itineraries, hotel accommodation, transportation etc., and shall not in any way be liable for injury, death, illness, delays, subsequent missing of ship, air or train connection, inconveniences arising from unannounced alteration of ship, air or train schedules, weather conditions, loss or damage to personal property whether resulting from but not limited to force majeure or acts of God, civil unrest or revolt, acts of war, strikes or other labor activities, animals, any criminal or terrorist activities, or epidemic or pandemic outbreaks.

We will not accept any liability for any damage, loss, expense or other sums of any description, which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you.

We will not accept liability for any overbooking or downgrading of any services or accommodation, mechanical or other failure of any means of transportation or failure of any transportation resulting in arrival or departure delay.

Our brochure descriptions and other information provided or made available in a resort or hotel often refer to “other activities and excursions”, which are available at the property. These activities and excursions are not run nor controlled in any way by Shadows. They do not form any part of your contract with Fantail Tours and Safaris, even where we suggest or recommend particular operators/centers/trips and assist you in booking such activities or excursions in any way. Accordingly, we cannot accept any liability in relation to these outside activities and excursions. Where we make or take any bookings for or from you in respect of any activity or excursion available, we do solely as booking agents. This is the case regardless of whether the activity is advertised or mentioned in our brochure, resort, on our website, or elsewhere. Your contract for any such activity or excursion will be with the supplier or operator of that activity or excursion. Shadows has no liability for any such activity or excursion or for any acts or omissions of the supplier or operator or for of it/their employees or agents or any other persons connected with the activity or excursion. If we are found liable in any respect for any such activity or excursion for example in our capacity as booking agent, that liability is limited to the cost of the particular activity or excursion concerned.

We cannot be responsible for any willful or negligent act or inaction of any person or entity clearly not in our control, or of any other subcontractors or third party not under our control.

We will not be responsible for loss or damage to any luggage or equipment carried while on your Tour.

We will not be responsible for any costs associated with any loss or delay in you receiving your luggage. The airlines will normally deliver your delayed luggage to your location in Nairobi. You will be responsible for paying for the costs to bring your luggage from Nairobi to your location on your Tour.

The infrastructure in developing countries may not be up to the same standard as you may be accustomed to. Some properties may experience the occasional power cut or water shortage. We will not be responsible for any loss, damage or expense arising from issues with infrastructure.

We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- The fault of the persons affected or any members of their party;
- The fault of a third party not connected with the provision of your tour, which we could not have predicted or avoided;
- An event or circumstances which we or the supplier of the services in question could not have predicted or avoided, even after taking all reasonable care (see force majeure); or
- d. The fault of anyone who is not carrying out work for us (generally or in particular) at the time.
- We will not be responsible for any loss of enjoyment if you do not enjoy your Tour or if your Itinerary, Services and/or Accommodations are not what you expected.
- Wild animals and birds are unpredictable and we cannot guarantee that you will see any particular animals or birds. We will not be responsible if you do not see the animals or birds you expect to see.

- If you or any member of your party is killed, injured or becomes ill as a result of transport by aircraft, ship, train or coach, the amount of any compensation we will pay is limited in line with the Warsaw Convention, the Athens Convention, the Berne Convention, and the Geneva Convention. If you intend to make a claim, you must notify us in writing no later than one month after your tour ends.
- Carriage by air and sea is subject to the terms and conditions of the carriers with whom you are travelling and to international conventions. Fantail Tours and Safaris accepts no liability whatsoever for cancellations, strikes, timetable changes, diversions, technical issues unrelated to us, lost or mislaid luggage, rescheduling costs, missed accommodation, or delays which result from any operational decision of the carrier concerned. Fantail Tours and Safaris accepts no liability for death, injury or illness that derives from carriage by air or sea.
- Under no circumstance are we responsible for any illness or injury that may occur during your Tour unless said illness or injury is catastrophic and caused by the gross negligence of one of our employees.
- In the event that any employee of Fantail Tours and Safaris is found liable for an act/s of gross negligence causing catastrophic illness, injury or death to a client, Fantail Tours and Safaris's liability for said act/s of gross negligence shall be limited to 200% of the Quoted Price.

INHERENT RISK FACTORS AND DANGERS

At the time of booking, Fantail Tours and Safaris must be informed in writing of any physical disability, allergy or medical condition requiring attention or treatment that could potentially interrupt the Tour or require emergency treatment during the Tour. By confirming the booking, you and each passenger named on the booking form certify that you have provided this information to us or that you do not have any physical or other medical conditions that would interrupt the Tour. Persons not fit enough for such long, adventurous and rigorous trips due to chronic illness, heart disease, physical handicap, mental illness, or advanced pregnancy should not participate in these travel programs.

We also reserve the right to accept or refuse participation for any person on a tour at any time, if we consider someone unsuitable for the trip or if they fail to follow the instructions of their guide or driver.

Depending upon your Itinerary, parts of your Tour can be physically demanding with driving over dirty, dusty and rough roads, and if climbing, high altitudes of almost 6,000 metres.

It is your own responsibility to obtain proper medical advice about medication, immunization, and about your own physical ability for your Tour prior to confirming your booking.

Fantail Tours and Safaris is not liable to provide any medical care other than basic first aid.

We will assist you to find medical care as needed but we cannot be responsible if such medical care cannot be found or is ineffective.

We therefore most strongly advise you to arrange adequate insurance against any possible risk while on tour. Such travel insurance should cover medical expenses and repatriation, personal accidents, tour cancellation, and any kind of loss. Make sure your insurance is aware of what kind of tour you are going

to undertake. You agree to accept any and all Inherent Risks and you hereby agree to release Fantail Tours and Safaris from any claims of any kind relating to any and all Inherent Risks, including claims resulting from illness, injury, death and/or property loss.

You agree to indemnify and hold Fantail Tours and Safaris harmless should a third party pursue any claim of any kind against Fantail Tours and Safaris arising from any and all Inherent Risks.

NATIONAL PARK RULES

If your Tour includes a visit to one or more national parks, conservation areas and/or reserves, you must follow the rules and restrictions of each national park, conservation area and/or reserve.

At all times, you must follow the instructions of your guide and/or driver.

In the event you violate a rule or restriction, you will be liable to pay a fine to the national park, conservation area and/or reserve. Fantail Tours and Safaris will not be responsible for paying any fines on your behalf.

81.1 Not following the rules of a national park can cause the unilateral cancellation of the Tour with no refund from Fantail Tours and Safaris. Fantail Tours and Safaris will not be liable for loss of money or re-booking airline flights.

BAGGAGE RESTRICTIONS

Our safari vehicles have limited space, so baggage and luggage are restricted to one standard checked baggage size suitcase, soft bag, or backpack, and one small backpack per person.

Baggage weight on all scheduled flights within the parks and trekking trips is limited according to the rules and regulations of the respective airlines, national parks, conservation areas and/or reserves. In case your baggage exceeds the accepted weight, you will have to pay the cost for an additional porter on trekking trips and/or additional baggage costs for flights.

DOCUMENTATION

It is your responsibility to carry proper documentation showing your citizenship, such as a passport which should be valid for at least six months after your arrival. If you have any questions regarding entry requirements to any country in your itinerary, you should contact the nearest embassy or your consulate.

Fantail Tours and Safaris may provide you with limited information on the visa application process for countries included in your Tour. Such advice is provided as a guideline only. Fantail Tours and Safaris will not be liable if any information regarding visas provided by us is incorrect.

COMPLAINTS

If you have a problem during your Tour, you must inform us immediately by contacting the emergency contacts listed in your Booking Confirmation. We will endeavour to solve the problem to your satisfaction.

If your problem could not be resolved during your Tour, you must send an email with full details to us within 10 days of the end of your Tour.

If you fail to follow this procedure, we will not accept liability as we have been deprived of the opportunity to investigate and rectify the problem as and when it was occurring during your Tour.

APPLICABLE LAWS AND JURISDICTION

The Contract and any matters arising from it shall be governed by and interpreted in accordance with the laws of Kenya. The courts of Kenya shall have exclusive jurisdiction to hear any and all proceedings between us either relating to our contract or arising out of it, including but not limited to claims for personal injury, death and/or property loss.

ENTIRE CONTRACT

These Terms and Conditions and your Booking Confirmation constitute the entire Contract between us.

Any presentation materials provided by us to you, such as pictures, descriptions and/or videos are provided for promotional purposes only and do not form part of our Contract.

PRIVACY We adhere to the Kenyan's General Data Protection Regulation. **YOU HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS** By confirming your booking with us, you certify that you, including parents/guardians on behalf of any minor children, have read, understood and agree to be fully bound by these Terms and Conditions. **LET US HELP YOU** We specialize in tailor making your tour to ensure you get the perfect safari itinerary to your tastes and budget. With a personal touch from the first email right up until we drop you off at the airport, we pride ourselves on offering unparalleled customer service.