



SPEARMAN TRAVEL LIMITED

P.O BOX 49467 - 00100
CONTACT +254795718712/+254729479160
EMAIL : info@spearmantravel.com
WEBSITE : www.spearmantravel.com
NAIROBI

BOOKING TERMS AND CONDITIONS

1. Our contract

All bookings are made with licensed franchisees in Kenya or Tanzania, trading as Spearman Travel. By booking a trip with us you are deemed to have agreed to these Booking Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking confirmation invoice.

2. Validity

Booking is only valid once we send you the booking confirmation. Booking is not valid at the time of making payment. Only, once we send the booking confirmation is the booking considered a valid booking.

3. Deposit requirement

You are required to pay a deposit for your booking to be confirmed. Please note that different deposits amounts are required for selected trips.

4. Acceptance of booking and final payments

If we accept your booking we will issue a confirmation via email. A contract will exist between us from the date we issue the confirmation. Please refer to your booking confirmation for details regarding final payments. Payment of the balance of the trip price is due before the departure date. If this balance is not paid on or before the due date we reserve the right to treat your booking as canceled.

5. Prices & surcharges

Our trip prices are subject to variable and seasonal pricing, both of which are standard practice within the travel industry. This means our trip prices may vary at any time in accordance with demand, market conditions and availability. It is likely that different passengers on the same trip have been charged different prices. Your best option if you like the price you see is to book at that time. Once you have received a quote the price will be locked in provided you pay the required deposit prior to the quote's expiry. Any reduced pricing or discounts that may become available after you have paid your deposit will not apply. If you wish to cancel your booking to take advantage of a cheaper price, full cancellation conditions apply. The most up to date pricing is available on



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our website. Prices are based on current currency exchange rates plus exchange fees; note that prices may vary depending on which currency the booking is made. We reserve the right to impose surcharges due to unfavorable changes in exchange rates, increases in airfares or other transportation costs, increases in local operator costs, taxes, or if government action should require us to do so. In such instances we will be responsible for any amount up to 2% of the trip price and you will be responsible for the balance. If any surcharge results in an increase of more than 10% of the trip price you may cancel the booking within 14 days of notification of the surcharge and obtain a full refund. We will not surcharge any booking for travel within the validity of this brochure once paid in full. Air Passenger Duty is included in the price of your air inclusive trip. Please note that a surcharge may be applied to all purchases made by credit card.

6. Your details

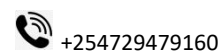
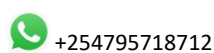
In order for us to confirm your travel arrangements you must provide all requested details with the balance of the trip price. Necessary details vary by trip; they include but are not limited to full name as per passport, date of birth, nationality, passport number, passport issue and expiry date and any preexisting medical conditions you have which may affect your ability to complete your travel arrangements. On some more demanding trips we also require you to complete and forward a Self-Assessment form. Failure to provide requested details may result in additional charges or non-refundable cancellation of your trip.

7. Health requirements

We are not medical experts. It is your responsibility to ensure that you are suitably fit to allow full participation in the trip and to obtain proper and detailed medical advice for the latest health requirements and recommendations for your destination. Where you do not do so and are either not allowed to enter any country or suffer personal injury as a result, we have no liability to you for any loss or damage which you suffer.

8. Small groups & combination trips

Our trips are guaranteed to depart once they have one fully paid traveller unless minimum group size specifically states otherwise. This means at times we can have groups with small numbers of travelers. Many of our trips are designed to fit with other departures to create a longer "combination" trip; this means that some of your group may have already been travelling together for



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some weeks when you commence your trip. If you would like to know how many people are booked on your trip or any combination trip it is part of please ask prior to making your booking.

9. Travel insurance

Travel insurance is recommended for all our travelers and should be taken out at the time of booking. Your travel insurance must provide cover against personal accident, death, medical expenses and emergency repatriation with a recommended minimum coverage of US \$200,000 for each of the categories of cover. We also strongly recommend it covers cancellation, curtailment, personal liability and loss of luggage and personal effects.

10. Flexibility

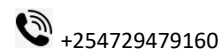
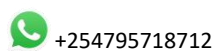
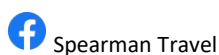
You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each trip is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

11. Change of itinerary

While we endeavor to operate all trips as described we reserve the right to change the trip itinerary. Please refer to our website before departure for the most recent updates to your itinerary.

Before departure: If we make a major change we will inform you as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary. When a major change is made you may choose between accepting the change, obtaining a refund of money paid on the land portion of the trip only or accepting an alternative tour offered.

After departure: We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. In such emergency circumstances the additional cost of any necessary itinerary alterations will be covered by you. Please note we are not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as visas, vaccinations or non-refundable flights.



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12. Authority on tour

Our group trips are run by a group leader. The decision of the group leader is final on all matters likely to affect the safety or well-being of any traveller or staff member participating in the trip. If you fail to comply with a decision made by a group leader, or interfere with the well-being or mobility of the group, the group leader may direct you to leave the trip immediately, with no right of refund. We may also elect not to carry you on any future trips booked. You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and you also agree to travel in accordance with our responsible travel guidelines.

13. Acceptance of risk

You acknowledge that the nature of the trip is adventurous and participation involves a degree of personal risk. You will be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives. We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate. However it is also your own responsibility to acquaint yourself with all relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel.

14. Limitation of liability

We shall not be liable for any damage or loss if the failure to carry out the contract is:

- attributable to you.
- attributable to a third party unconnected with the provision of the services contracted for and the event is unforeseeable or unavoidable.
- due to unforeseen and unusual circumstances beyond our control, the consequences of which could not have been avoided even if all due care had to be exercised.
- due to political disputes, border closures, refusal of visas, industrial action, climate or other matters of a similar nature and any other force majeure.
- due to an event which the Company, even with all due care, could not foresee or forestall.



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15. Optional activities

Optional activities not included in the trip price do not form part of the trip or this contract. You accept that any assistance given by your group leader or local representative in arranging optional activities does not render us liable for them in any way. The contract for the provision of that activity will be between you and activity provider.

16. Claims & complaints

If you have a complaint about your trip please inform your group leader or our local representative at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the tour.

17. Jurisdiction

The courts of Tanzania, Kenya or Uganda (depending on which country the first day of the tour started from) will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

18. Severability

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

19. Photos and marketing

You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.

20. Privacy policy

Any personal information that we collect about you may be used for any purpose associated with the operation of a Trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the Trip. We will otherwise treat your details in accordance with our privacy policy (available for viewing on our Website).



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