



# Terms & Conditions

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MUST BE SIGNED BY EACH TRAVELLER

kenyasafari.net.au

info@kenyasafari.net.au

+61417465176

Pine Tree Plaza 7th  
Floor Ngong Road  
Nairobi Kenya

## PAYMENTS & CANCELLATIONS

1. A deposit of 50% from each Client is required to confirm the booking along with signed terms and conditions form.
2. 100 % of safari booking payment is due no later than 3 months prior to safari commencement date. Should the booking be made with less than 3 months to go before departure, 100% of the payment must be paid when booking.
3. All payments are to be paid in USD to Real Masai Safari Tours in Kenya. Payments must be made to our Kenyan Bank account via wire transfer. Credit card payments can also be made to our Kenyan Bank account. We use a 3rd party payment platform. Visa & Mastercard are 3.5%.
4. Any cancellation of a booking by a Client, must be in writing and shall only be effective upon its acknowledged receipt by Real Masai Safari tours. The date on which our Company receives the correspondence we will determine the cancellation charge, if any. All Cancellations must be sent via email to info@kenyasafar.net.au.

Cancellation charges will be incurred as follows:

- Prior to 100 days from commencement of Safari - Full Refund.
- 99 days to 61 days prior to departure: 25% of the total rate
- 60 days to 21 days prior to departure: 50% of the total rate
- 20 days or less prior to departure: 100% of the total rate

## YOUR RESPONSIBILITIES AS THE CLIENT:

(a) It is your responsibility to ensure that visas, passports, vaccination certificates and other health documents are in order before arriving in Nairobi. Advice on health requirements may be obtained from your GP

(b) Real Masai Safari Tours is unable to accept responsibility for any decisions, actions, losses or delays in relation to any failure by you to obtain or carry the correct documentation and the consequential effect it may have on the visit itself. ie no yellow fever certificate or no anti malaria meds.

(c) Travel insurance is mandatory for this trip. Particular care should be taken to ensure that you have adequate cover, in particular for cancellation, medical and emergency repatriation.



(d) Compliance - The Client must at all times strictly comply with all applicable laws and regulations of Kenya, Tanzania, Uganda or Rwanda and the regions visited on this tour. Should the Client fail to comply with the above or commit any illegal act when on our tour or, if in the opinion of Real Masai Safari Tours (acting reasonably), the Client's behavior is causing or is likely to cause danger, distress or material annoyance to others, Real Masai Safari Tours may terminate the Client's travel arrangements on the tour immediately without any liability to Real Masai Safari. The Client will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements, including, without limitation, return travel, accommodations, meals, and/or incidentals.

The Client agrees that they are responsible for any costs incurred by Real Masai Safari Tours, as a result of damage, destruction, theft, or excess cleaning fees caused or occasioned by the Client while on tour through deliberate acts.

The Client agrees to take all prudent measures in relation to their own safety while on our tour, and obeying all posted signs and warnings in relation to their health and safety.

The client must not leave the safety of their safari vehicle whilst on safari unless instructed by the tour leader. Clients must stay inside the vehicle and not protrude any body parts, cameras or any other instruments outside the vehicle. Climbing on your vehicle even whilst stationary on Safari is highly illegal and could incur fines from rangers

The feeding, touching, or intimidating any wild animals whilst on safari is highly prohibited and can result in the cancellation of your safari trip with no compensation.

### **REAL MASAI SAFARI TOURS DUTY**

Our Third Party Suppliers will not be liable for any failure on the Client's part to comply with safety instructions or recommendations.

Complaints - If you are unhappy with a service or facility provided in connection with your arrangements, you should address your complaint immediately to Real Masai Safari Tour leader or representative and, if relevant, to the management of the hotel or other supplier whose services are involved, so that we have an opportunity to correct the matter whilst you are present. Our main goal is to have our clients happy and enjoy every minute of their experience. We will do everything possible to rectify any issues within our powers.



## AMENDMENTS AND CANCELLATIONS BY REAL MASAI SAFARI TOURS BEFORE DEPARTURE.

We take great care to provide the tour arrangements that have been confirmed, and it is highly unlikely we will have to make any changes to your tour, although we do retain the right to modify or cancel any tour, accommodation or arrangement. Most changes are minor and we will advise you of these in writing at the earliest possible date. If a major change is necessary, such as a significant change in the standard of accommodation, provided it does not arise from a condition amounting from Force Majeure, you will have the choice of accepting the new arrangements, taking an alternative tour with us, or canceling your holiday and receiving a full refund of monies paid.

Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual or unforeseen circumstances beyond our control, the consequences of which we could not have avoided even with all due care. We shall not cancel a tour for reason of political tension, act of terror or natural disaster unless expressly recommended to do so by the Foreign Office. In this case you will need to claim through your travel insurance.

The Client hereby acknowledges, confirms and records that he/she understands the risk inherent in adventure travel in wild African destinations and associated activities.

The Client is accepted onto the tour and undertakes the safari tour at his/her own risk.

The Client agrees and concedes that Real Masai Safari tours, its representatives and employees shall not be responsible for loss or damage to possessions, or injury or illness to the client or loss of life consequential damages which might occur from any cause whatsoever.

**Full Name of Client**

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(Please write )

**Start Date of Safari**        /        /

**Signature of Client**

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( I hereby acknowledge and understand all terms and conditions listed above).

Dated this day \_\_\_\_/\_\_\_\_/\_\_\_\_\_