

BOOKING TERMS & CONDITIONS

Whilst Jemmy Safaris has endeavoured to standardize these Booking Terms and Conditions, there may be instances where it may be necessary to vary the payment and / or other terms due specific terms and conditions of some of our suppliers. In such cases, the guest/ agent will be notified as early as possible.

1. MAKING A BOOKING

You can contact us via our various booking platforms. We will work on your proposal and send it to you. Our proposals are usually in US dollars. Any quote offered to you is valid for 7 days from that date after which we may have to vary the price due to changes in costings. Our proposals are based on the current availability. We will let you know whenever we are holding space provisionally and for how long. Where we give you a proposal without holding space just to give you a price point, we will clearly indicate the same.

As soon as we settle on a particular itinerary and agreed on the pricing, we will send you our deposit invoice. We will issue our confirmation after receiving your deposit, and confirming every element of your trip.

Your booking is made on the terms of these booking terms and conditions, and in agreeing to them you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions.

2. BOOKING CONFIRMATION

Upon confirmation for all reservations, the guest will be required to pay a deposit:

- On Confirmation within 7 days: 20% of the Total Booking value
- 61 days before arrival: Remaining 80% of Total Booking value

When you confirm a booking with Jemmy Safaris, you must pay a deposit of 20% of the booking cost, or full payment if your departure is within 60 days to the safari start date.

However, sometimes your booking may require other upfront payments on top of the usual 20% deposit – for example gorilla permits or for some bookings over peak holiday periods. If an additional deposit is required you will be informed prior to booking your trip with us. The balance can then be made 61 days prior to arrival.

A booking is only considered confirmed once the deposit and/ or final payment has been paid within the specified time frame.

If the deposit and/or balance is not paid in time, we have the right to cancel your travel arrangements and will retain your deposit. If your payment is late, we will send you a reminder and if it is not still not paid we will be forced to cancel your trip to avoid further penalties from the suppliers.

3. CANCELLATION POLICY

You may cancel your travel arrangements at any time due to a variety of reasons. You will be required to send us a written notification. Cancellations are only effective upon receipt of written notification via email. The date of cancellation will be taken to be the date that written notification is received by Jemmy Safaris. The Cancellation Policy varies from supplier to supplier and your Jemmy Safaris safari consultant will confirm exact details for each booking.

Here are our general cancellation terms:

- Period before departure in which you notify us: Cancellation charge:
- Confirmation to 61 days 20% of total booking cost (that is, the deposit will be forfeited).
- 60 to 31 days 50% of total booking cost
- Less than 30 days to arrival 100% of total booking cost

Cancellation of a group (10 rooms and above):

- Greater than 151 days prior to arrival: 30% of Total Booking value
- Between 150 and 91 days prior to arrival: 60% of Total Booking value
- Less than 90 days prior to arrival: 100% of Total Booking value
- Cancellation during travel or stay: 100% of Total Booking value

Note:

All Gorilla and Golden Monkey trekking permits in Uganda and Rwanda are non-refundable. Some camps have very high cancellation charges over peak booking periods such as Christmas. This may affect the above cancellation charges, making them higher than normal. If higher than normal cancellation charges affect your booking, we will inform you in writing at quote stage and before you pay your deposit. Once your deposit is paid and we have issued you with a Confirmation Invoice, you are liable for these increased cancellation charges.

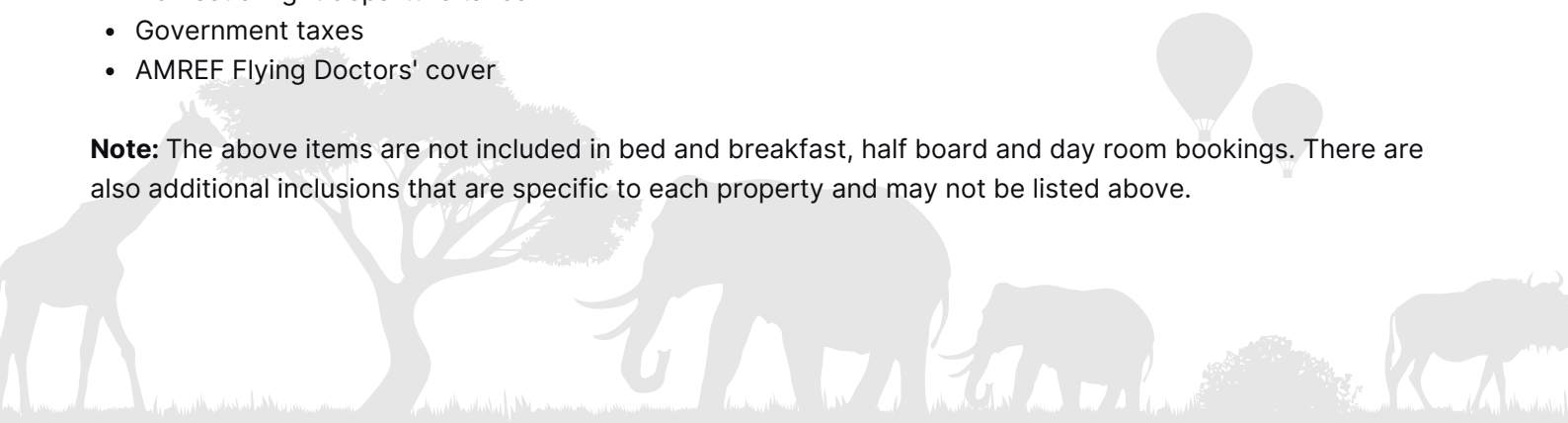
Clients are required to take out travel insurance upon confirmation of the safari, in order for cancellations to be claimed in legitimate circumstances. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges and we can issue you with a cancellation invoice to support your claim.

4. QUOTE GENERAL INCLUSIONS

Unless otherwise specified, our proposals shall include:

- Bed and breakfast at city hotels
- Full board accommodation at safari properties
- Meals as specified;
- Airport transfers
- Bush airstrip transfers
- Park fees, camping fees and conservancy fees;
- Game drives in shared 4x4 safari vehicle
- Services of the camp/lodge guides and staff as specified on your quote;
- Scheduled flights for flying packages
- Transfers between different stops
- Domestic flight departure taxes
- Government taxes
- AMREF Flying Doctors' cover

Note: The above items are not included in bed and breakfast, half board and day room bookings. There are also additional inclusions that are specific to each property and may not be listed above.



5. QUOTE GENERAL EXCLUSIONS

Unless expressly included (without limitation), our proposals shall exclude the cost of:

- International flights;
- Visa fees;
- Travel and medical insurance;
- Soft drinks, beer and house wine at safari properties (unless specified)
- Champagne, luxury spirits and private cellar wines;
- Laundry;
- Additional activities not listed;
- Exclusive use of safari vehicle;
- All statutory increases beyond our control;
- Staff gratuities and any other extras.
- Items of a personal nature such as telephone calls, communication and excess baggage charges

Note:

- A luggage restriction of 15 kg per person is strictly applicable on all small aircraft (inclusive of carry on), in soft bags.
- All scheduled and charter flights are subject to availability until the safari has been confirmed and paid for.
- Our proposal only acts as a quote and is not an indication of any guaranteed or confirmed accommodation/services.

6. IF YOU CHANGE YOUR BOOKING

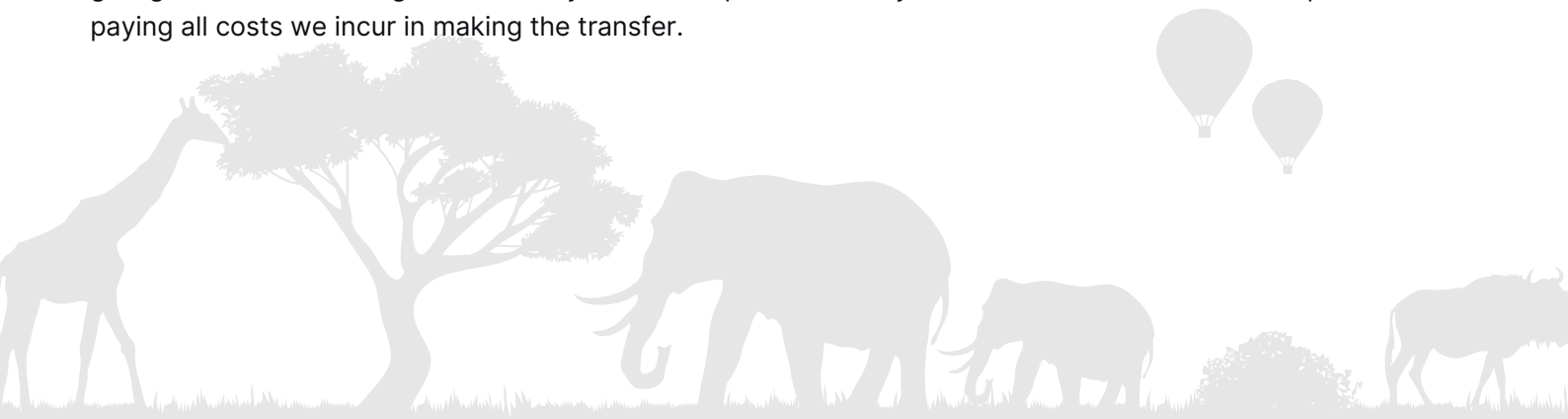
Should you wish to change your travel arrangements after our confirmation invoice has been issued for example amending the travel date, we will do our best to make the changes but it may not always be possible.

Any request for changes to be made must be in writing from the person who made the booking. You may be asked to pay an administration charge of US\$50 per person, and any further costs that may be incurred in making this change from the suppliers.

The earlier the changes are made the better. Last minute changes may incur higher costs as properties may change cancellation on the original booking.

Certain travel arrangements may not be changeable after a reservation has been made and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements. Any changes requested within 90 days of departure will be subject to the cancellation charges above.

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing at least 7 days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.



7. IF WE CHANGE YOUR BOOKING

(i) Price Change

We do our best to ensure that the price quoted doesn't not change.

However, this can be affected by external factors such as: changes to the cost of fuel, change in tax regime, increase in park fees, change in supplier rates etc. These may lead to revision of the costing to update the same. However, there will be no change within 20 days of your departure.

If there is a major price increase due the change i.e. over 10%, you can either accept the change or ask for an option to amend your trip to lower the cost.

(ii) Other changes

This refers to other changes not necessarily tied to item (i). If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes may include alteration of your local flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers.

8. OUR LIABILITY TO YOU

Kindly inform us without delay of any failure on our part to perform or insufficient delivery of the safari services included in our package. If any of our confirmed services is not performed in accordance with the contract or to your satisfaction, by us or our service providers, and this has affected the enjoyment of your holiday. We will expedite the investigation and you will be offered appropriate reduction or compensation for the same. However, we will not liable if the failure to provide this service is due to your actions or those of members of your group; or a third party unconnected with the provision of the services in our package; or due to unavoidable or extraordinary circumstances (force majeure), which means the situation is beyond our control.

This clause does not apply to any separate contracts that you may enter into for excursions or activities booked directly between yourself and other suppliers while on safari.

9. COMPLAINTS

If you have any complaint about any of our services or those of our suppliers, please notify us immediately and/or our suppliers immediately so that we can be able to get a solution immediately to ensure your comfort. If at the camp/lodge/ hotel, please report it to the manager or via the emergency contacts on your itinerary. We will attend this complaint with the urgency it deserves and ensure that you continue to enjoy your holiday. If you raise the issue way after your safari, it becomes extremely difficult to get all the necessary details from the suppliers e.g. names of the staff that served you or those who were dealing with the issue and this may result in inconclusive investigations.

10. MEDICAL CONDITIONS, DISABILITIES AND OTHER SPECIAL REQUESTS

We welcome all customers including that with special needs. However, it is important that you contact us before making the booking with specific details for the needs so that we can advise the suitability of your plans. We will also be able to recommend properties that can be able to accommodate such needs. Unfortunately, not all destinations suitable for other special needs. Should we note be notified of the special needs in advance, we reserve the right to cancel the booking if we become aware of the situation and are unable to assist.

Special dietary requirements can be provided to us. We will then share the same with the properties. Where the properties are unable to handle e.g. Kosher requests we will advise you and recommend alternatives. Where there are no alternatives, we will keep you updated.

11. DOCUMENTATION

Kindly check all the documents that we will send to you. If you identify errors, please notify us immediately so that we can rectify the same in good time. If these errors such as ticket details are not identified early, there may be additional costs if changes have to be made later.

12. YOUR RESPONSIBILITIES

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements of the country/ countries that you are traveling to.

You must also ensure that your vaccination certificates are in order and that you have taken the advice of your doctor with regard to vaccinations.

You are responsible for a timely check-in for all flights and for presenting yourself to take up all pre-booked components of your safari itinerary. No refund will be provided if you fail to participate in the pre-booked safari arrangements.

We also draw to your attention the fact that there are certain inherent risks involved in all of the holidays to Africa that we supply – especially concerning wildlife, but also plants, the environment and illness. These must be accepted by you at your own risk. If you wish to discuss any such risks with us we would be more than happy to provide advice over the telephone or in writing.

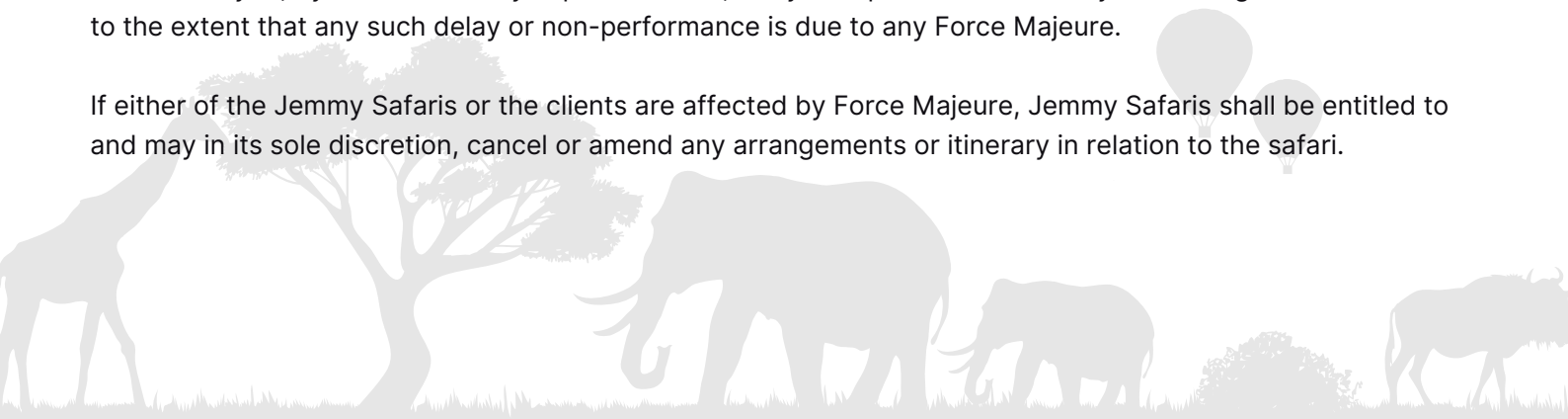
13. FORCE MAJEURE

Force Majeure' relates to any circumstances beyond the reasonable control of Jemmy Safaris or its partners and suppliers or clients (including, but without limitation, war or threat of war, sabotage, civil disturbance, or requisition, acts of God, fire, accident, flood or explosion, sickness, quarantine, Government intervention, weather conditions or other untoward occurrences).

In the event that Jemmy Safaris' ability to provide the services booked is affected by Force Majeure, then we shall notify you as soon as possible

The Company (Jemmy Safaris) shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

If either of the Jemmy Safaris or the clients are affected by Force Majeure, Jemmy Safaris shall be entitled to and may in its sole discretion, cancel or amend any arrangements or itinerary in relation to the safari.





Any refunds by Jemmy Safaris as a result of the non-performance of any of its obligations due to Force Majeure remain in its sole and absolute discretion although Jemmy Safaris shall use its reasonable interventions to reimburse you in credit where possible. However, Jemmy Safaris shall be entitled to recover from the refund the reasonable actual and potential costs to Jemmy Safaris of the Force Majeure.

For the avoidance of doubt, any refund process as a result of any Force Majeure event shall be entirely at the discretion of the company, and nothing contained herein should be deemed to constitute a right to such a refund.

14. INSURANCE

Clients are required to take out travel insurance upon confirmation of the safari, in order for cancellations to be claimed in legitimate circumstances. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges and we can issue you with a cancellation invoice to support your claim.

15. JURISDICTION AND GOVERNING LAWS

These terms and conditions are a legally binding contract between Jemmy Safaris and the client/ agent under the Law and the interpretation thereof shall be governed by the laws of the Republic of Kenya.

The parties to this agreement irrevocably agree that the courts of Kenya shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this agreement.

In the event of any dispute or action of any kind against Jemmy Safaris, it is agreed that that dispute or action shall be heard under Kenyan Law and in the Kenyan Courts.

